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Current Topics.

The New Poor Persons Rules.

THE DRAFT R. S. C., which we printed and commented on recently (*ante*, pp. 608, 616), have been re-issued with the correction of the reference to one of the Poor Persons Rules which we pointed out was required. The new provision as to appeals from inferior courts direct to the Court of Appeal is an addition to ord. 16, r. 31D., and not, as originally printed, to ord. 31, r. 31A.

Trials in Long Vacation.

WE PRINT elsewhere a rule as to trial of King's Bench cases in the Long Vacation which is intended to take the place of the corresponding rule issued last year (58 SOLICITORS' JOURNAL, 724; Annual Practice, 1915, p. 1194). The effect is to enable parties in a non-jury case to apply in chambers for trial during the Long Vacation, and the application may be granted if it is shown that there is urgent need for the trial during vacation. The new rule assumes that the rule of last year was R. S. C. ord. 63, r. 4, par. 1; and is substituted for it. But, in fact, that rule had no place assigned to it in the R. S. C., and does not seem to be ord. 63, r. 4 (1), though it may very well be denoted as r. 4A (1).

The New Emergency Bills.

A BATCH of new Emergency Legislation is making its way through Parliament. We referred last week to the Execution of Trusts (War Facilities) Amendment Bill. Its provisions carry out the objects stated in the memorandum on which our remarks were based. The Courts (Emergency Powers) Bill is intended to reverse the decision in *Ziman v. Komata Reefs Gold Mining Co.* (*ante*, p. 311; 31 T. L. R. 274), and to make it clear that the expression "mortgagee in possession" in the Courts (Emergency Powers) Act, 1914, applies only to mortgagees of land. Consequently a mortgagee of shares cannot realise them without the leave of the Court, notwithstanding that, by taking a transfer and receiving the dividends, he has become in effect a mortgagee in possession. The Trading with the Enemy Amendment Bill extends the provisions of section 2 of the Trading with the Enemy Amendment Act, 1914, requiring dividends payable to an enemy to be paid to the Custodian, to interest on Government and corporation

securities generally, and also to repayments of such securities, and requires notification to the Custodian under section 3 (1) of enemy bank balances and of debts of £50 and upwards. The Customs (War Powers) (No. 2) Bill amends the Customs (War Powers) Act, 1915, passed on 16th March, as to declarations of ultimate destination of exported goods, and confers power to seize goods suspected of being imported in contravention of the law relating to trading with the enemy. And the Special Acts (Extension of Time) Bill gives temporary power to Government Departments to extend the times limited for the exercise of powers under special Acts. There is also the Price of Coal (Limitation) Bill, but this is not of special legal interest.

#### The Newhaven Liquor Restriction Order.

THE arrangements for placing certain districts under control as regards liquor traffic are gradually being completed. This is all that is left of the original attempt to restrict liquor traffic in the country generally. The necessary powers are conferred by the Defence of the Realm (Amendment) (No. 2) Act, 1915 (*ante*, p. 528). Under this regulations were made by Order in Council of 10th June (*ante*, p. 563), establishing a Central Control Board (Liquor Traffic), and empowering the Board to make regulations for areas brought under its jurisdiction by Order in Council. A list of the prescribed areas was issued by an Order in Council of 6th July (*ante*, p. 615), and the Central Control Board have now issued an Order applying the restriction to one of these areas—that of Newhaven, Sussex. Probably the Orders for the other prescribed areas will be in similar form. The hours for the supply of intoxicating liquor in any licensed premises or club are fixed, on weekdays, between 12 noon and 2.30 p.m., and between 6 p.m. and 8 p.m.; and on Sundays between 12.30 p.m. and 2.30 p.m., and between 6 p.m. and 8 p.m.; and orders for spirits to be consumed off the premises are not to be given on Saturday or Sunday, and on other days only between 12 noon and 2.30 p.m. These restrictions do not prevent the premises being kept open for the supply of food and non-intoxicating liquor during the usual hours, and they may be opened for this purpose at 5.30 a.m. All intoxicating liquor must be ordered and paid for by the person to be supplied, and no person is to pay for liquor to be supplied to any other person to be consumed on the premises. In this way it is intended to put a stop to treating. And payment must be paid for before or at the time when the liquor is supplied. There is to be no credit.

#### Revising Barristers and the War.

A BOMBHELL has fallen among Revising Barristers; at least, such is the effect of an announcement in the *Times* of Thursday, stating that a Bill was about to be introduced suspending the holding of parliamentary and municipal elections this year, enacting that no revision of the electoral rolls is to be carried out this autumn, and providing that no Revising Barristers are to be appointed this year. The first two of those objects are reasonable enough in the present circumstances of national emergency, but, as regards the third, the effect of such a proposal is to revoke appointments which have in most cases been made already. The office of Revising Barrister is a statutory creation, governed by the Parliamentary Registration Acts of 1843 and 1868, the Revising Barristers Act of 1886, and the County Electors Act of 1888. Each Reviser receives his appointment, in Middlesex and the City of London, from the Lord Chief Justice during the month of July and August, and elsewhere from the Senior Judge on circuit during the holding of the summer assizes; we understand that all the Middlesex appointments, and probably all on circuit, have now been duly made. The appointment is a signed appointment delivered by the judge to the barrister, and is generally regarded as in the nature of a brief instructing him to hold a revision court and make a return; his remuneration is fixed by statute (County Electors Act, 1888, section 9) at 250 guineas, and is paid him by order of the Treasury after the termination of his last sitting. The effect of the signed appointment, it

would seem on ordinary principles of law, is to confer on the recipient a right to receive the statutory fee; and the statutory revocation of appointments already made, if actually contemplated, seems obviously opposed to considerations of justice and equity. Since the statutory fee is intended to include travelling and other legal expenses, which are generally regarded as amounting to about fifty guineas, perhaps the deduction of this sum from the fee might reasonably be made. But the refusal to pay any part of the fee seems quite indefensible even in these days when national economy is important; and it would certainly prove a great hardship to nearly all the holders of this office at a moment when so much legal work is at a standstill.

#### The Supply of Cotton to Germany.

THE subject of the supply of cotton to Germany continues to occupy a prominent place, both in Parliament and in the Press, and the more so inasmuch as the Prime Minister said in the House of Commons on Tuesday that he is not himself satisfied with the existing state of affairs. We endeavoured last week (*ante*, p. 625) to explain the difficulties attending the subject, but we may, perhaps, make a further attempt to elucidate the matter; especially in view of the insistent demand in certain quarters that cotton shall be declared contraband. The position taken up by the Government so far is that cotton cannot, as a matter of international law, be declared absolute contraband, and that the "blockade" of Germany has the same effect as declaring it conditional contraband, while in fact not so burdensome to neutrals, since the cargoes are only subject to diversion, and not to confiscation. On the other hand, the blockade of Germany is not itself regular in law, and, so long as it is maintained as a measure of reprisal, neutral States are entitled to say that they will not recognize it. There is the answer that the blockade does not rest solely on reprisals, but is a legitimate development of maritime law. A blockade cannot be made effective in the old way because of submarines and mines, and for this the long-distance blockade is substituted. But the argument does not carry far, because, whether the blockade is regular or not, it can apply only to Germany, and not to neighbouring neutral States. If an American ship is stopped on its way to Sweden or Holland, and diverted, because the cargo is suspected of an ulterior destination to Germany, this is done not under any recognized law of blockade, but, in effect, because the goods are treated as contraband. The Order in Council of 11th March, indeed, is a mixture of the ideas of blockade and contraband. So far as it forbids ships to proceed to German ports, it is based on the idea of blockade; so far as it is aimed at diverting goods with an enemy destination which are going to an adjacent neutral port, it is based on the idea of contraband and continuous voyage. Neutrals are, of course, not affected by the desire of Great Britain to cut off all cotton from Germany. It may be that this cannot be done consistently with the rights of neutrals and the principles of maritime law, and if this is so, it is useless for persons in this country to insist that it shall be done. It may be, again, that the position would be improved by declaring cotton conditional contraband, and by maintaining that the blockade of Germany is, according to a reasonable development of maritime law, effective, so as to get in the rules applicable both to contraband and to blockade. But whether this is so or not, the question of cutting off supplies from Germany must be regulated in accordance with international law. Of course, if neutral States can be placated by purchase of these goods or otherwise, this is enough. Compliance with the law as regards Germany is immaterial, since she has laid herself open to the reprisals contemplated by the Order in Council of 11th March.

#### Statutory Disqualification of Justices.

A BRANCH of law which is still very obscure, notwithstanding the existence of scores of cases upon it, is that which concerns the rules affecting adjudications given by courts one or more of whose members are in some way disqualified. An instructive case of the kind to which we refer is that of *Atkins and Another v. Fulham Borough Council* (*Times*, 16th inst.), in

which the Divisional Court overruled the judge of the Brompton County Court. There a plaintiff sued the Borough Council in tort in the County Court, and a verdict for the defendants was found by the jury. It was then discovered that one of the jurymen was a member of the defendant Council. Notwithstanding evidence of this, the County Court Judge declined to grant a new trial, but was overruled on appeal by the Divisional Court, who declared the proceedings wholly invalid, and ordered the rehearing prayed for by the plaintiff. Such a case would seem simple, and the principle not in doubt; yet the law is in such confusion on the point that His Honour's decision need not greatly surprise us. The cases are very hard to reconcile, a result largely due to the fact that the differences between statutory disqualification, interest and bias have not been clearly apprehended in many judicial decisions. Whenever a judge, justice of the peace, or jurymen is under a statutory disqualification to take part in judicial proceedings, then, if he does take part therein, the proceedings are null and must be quashed. This is obvious, but there appear to be three unexpected limitations to the effect of the principle in actual practice. In the first place, if the proceedings are criminal, and the summons is dismissed, then, even although a member of the magisterial bench adjudicating is disqualified by statute from taking part in the decision, a writ of *certiorari* will not issue to quash it: *Rex v. Simpson* (58 SOLICITORS' JOURNAL, 99). Secondly, if the party aggrieved knows of the disqualification, and deliberately refrains from taking the objection at the trial, he is afterwards estopped from doing so: *Rex v. Gyles, Ex parte Hollidge* (1914, 77 J. P. 40). Lastly, on application for a writ of *certiorari* to quash the conviction of an inferior court on this ground, it is necessary to allege in the affidavit, not only the existence of the disqualification, but also that the applicant was unaware of its existence at the date of the trial, otherwise the rule will be refused: *Rex v. Swansea Justices* (1913, W. N. 375). It will be seen, then, that in practice the opportunities of quashing the judgment of an inferior court on this ground are very strictly hedged in by legal limitations.

#### Disqualification by Interest and Bias.

BUT DISQUALIFICATION on statutory grounds stands on a different footing from the two common law grounds of disqualification—namely, the existence of an interest in or the display of bias by the judge, magistrate or jurymen whose conduct is impugned. One might almost say that the suitor is expected to ascertain whether or not a member of the Court is subject to a statutory disqualification, and that if he does not take the trouble to do so and object, the law is reluctant to assist him; but he cannot be expected to discover beforehand the existence of an interest in a member of the tribunal. Accordingly, where such an interest exists, the party disqualified by it must declare its existence before the proceedings commence, and, if he fails to do so, the trial is, *ipso facto*, null, and will be quashed. Indeed, he must go farther, and not merely refrain from adjudicating, but so act as to remove any suspicion that he is indirectly influencing his fellow-members of the court: *Rex v. Armagh Justices* (1913, 2 I. R. 310). In the case just cited, on a prosecution for theft of linen yarns, the chairman of a petty sessional court in Ireland admitted that he was a member of a linen trade association, and was objected to by the defendant's solicitor. At first he claimed a right to sit, but before the evidence was called he left the chair and sat down some distance from his fellow-magistrates. He then retired to the magistrates' room, and remained there while his colleagues were discussing the case, although he took no part in such discussion. It was held that he had not sufficiently dissociated himself from the hearing, and that the conviction must be quashed. In such a case, it should be noted, the ground of disqualification is the existence of an interest, not the display of bias, although the judgments of the Court leave the matter confused. Now interest is always—in the absence of waiver by consent or estoppel—a ground which invalidates the trial: *R. v. Recorder*

of Cambridge (27 L.J. Newspaper, 160); no proof of bias following on the interest is necessary. But where no interest is alleged, but merely bias, then the mere probability of bias on the part of the person adjudicating is not a sufficient ground for quashing the adjudication: *R. v. Rand* (35 L. J. Newspaper, 157). A person entrusted with judicial duties by the Crown is presumed to be capable of overcoming a mere prejudice against some party to a case, and in order to quash a trial in which he took part it is necessary to prove much more than the existence of such a prejudice or bias; it must be shewn that, in fact, he so acted before, during, or after the hearing as to shew that he had been influenced by bias (*ibid.*). In other words, the mere existence of an interest in the *res litigiosa* is enough to invalidate an adjudication by the interested party, but the mere existence of a bias is not enough; actual bias must be shewn. This distinction, we believe, will be found to reconcile all the apparently conflicting decisions upon this point.

#### Right of Retainer by Liquidator.

THE RECENT decision of SARGANT, J., in *Re Peruvian Railway Co., Co.* (ante, p. 579; 1915, 2 Ch. 1404) shows an important limitation on the principle applied in *Re Akerman* (1891, 3 Ch. 212), that "a person who owes an estate money, that is to say, who is bound to increase the general mass of the estate by a contribution of his own, cannot claim an aliquot share given to him out of that mass without first making the contribution which completes it." In that case the principle was applied in the administration of an estate, so as to enable the executors to require a beneficiary to bring into account a debt due from the estate notwithstanding that the right of action on it was barred by the statute. And the principle applies equally whenever a person stands with reference to a fund in the position both of creditor and debtor. He must make his own contribution to the fund before he can receive anything from it. Thus a debenture holder cannot participate in a debenture holders' fund in court until he has satisfied claims upon him by the company: *Re Rhodesia Goldfields (Limited)* (1910, 1 Ch. 239). But this assumes that at the time when the right of "retainer" arises the person in control of the fund is entitled to receive the whole of the debt. If the debtor has then become bankrupt, so that only a dividend is payable out of his estate, the right of retainer exists only to the extent of the dividend. So COTTENHAM, L.C., held in *Cherry v. Boulthée* (4 My. and Cr. 412). There a legacy was payable to a debtor to the testatrix, but before her death he had already become bankrupt. Consequently her executors were never entitled to receive more than a dividend upon the debt; and there never was a time at which the same person was entitled to receive the legacy and liable to pay the entire debt. Hence the right of retainer in respect of the entire debt was not exercisable. This limitation on the rule was applied by SARGANT, J., in the present case. A shareholder, holding fully paid shares in a company, died insolvent in 1908. In an administration action commenced in 1909, the company was found to be a creditor for £2,633. The company in 1914 went into voluntary winding-up, and as a result of the liquidation there were surplus assets divisible among the paid-up shareholders. The liquidator claimed to retain in respect of the entire debt of £2,633, but his right of retainer did not arise till 1914, and at that time the entire debt was not payable, but only a dividend on it. Hence his right of retainer was restricted to the amount of the dividend payable in the administration action, and so SARGANT, J., held. It was admitted that there was no right of set-off, so that the question was solely as to retainer; and of course different considerations arise where a creditor shareholder is a contributory to the company: see *Re Grinwell's case* (1 Ch. App. 528); *Re Duckworth* (2 Ch. App. 578); *Re Hiram Maxim Lamp Co.* (1903, 1 Ch. 70); *Re Auriferous Properties* (1898, 1 Ch. 691); and *Re West Coast Goldfields* (1905, 1 Ch. 597); all discussed in 49 SOLICITORS' JOURNAL, p. 630.

In the House of Commons on Wednesday, Dr. Macnamara, replying to Commander Bellairs, said the number of neutral ships reported to have been destroyed by German warships and German mines up to 20th July, 1915, is ninety-five.



## The Remuneration of the Law Officers.

THE question of the salaries and fees of the law officers has frequently been before Parliament, and it was revived on Wednesday when a suggestion was made for reverting to the practice of paying the Attorney-General a fixed salary of £10,000 without further fees, and the Solicitor-General £9,000. It appears that the year 1914 was a good year for these eminent lawyers. Between them they took £37,425, and as the Attorney-General received over £21,000, a simple arithmetical calculation leaves for his colleague something like £16,000. It is not surprising that Members of Parliament should think that these sums at least require consideration, especially when an ungrateful section of the Press are beginning to carp at their own modest £400 a year; though of course the two things are by no means in the same category.

Possibly we are out of date, but we believe that the emoluments of the law officers are still governed by the Treasury minute of 5th July, 1895 (39 SOLICITORS' JOURNAL, 743). That gave fixed salaries of £7,000 and £6,000 to the Attorney-General and Solicitor-General respectively, and precluded their undertaking business of any kind on behalf of private clients. On appointment to office a law officer was to return all papers which had been placed before him, or briefs which had been delivered, on behalf of private clients. The fixed salaries were "to cover all business of whatever nature done by them as law officers for any department of the Government, except the business specially described as contentious business." Contentious business, in respect of which fees were to be paid, was defined as "such business only as relates to proceedings, civil or criminal, which have actually been commenced, and in which the Government is, or represents, the plaintiff, defendant, or prosecutor"; and it was provided that a law officer should be instructed to appear in the following cases:—

- (a) Cases in which directions to that effect shall be given by the head of any Government Department;
- (b) Any case in which, in the opinion of the Solicitor to the Treasury, or of the solicitor of any Government Department, it is desirable, in the public interest, that a law officer should appear;
- (c) Cases concerning prolongation of patents in the Privy Council;
- (d) Information on the Crown side and customs cases;
- (e) Cases in the Revenue Paper;
- (f) Cases in the Court of Appeal, House of Lords, and Privy Council.

In other cases a law officer is not to be instructed unless, in the opinion of the Attorney-General for the time being, it is necessary, in the interests of the public service, that a law officer should appear. And only one law officer is to be instructed, unless the Attorney-General, for the same reason, is of opinion that both should appear. For contentious business the law officers and their clerks receive fees on the ordinary professional scale—"meaning thereby the scale of fees which a King's Counsel of average standing in the profession might properly accept from a private client"—subject to a maximum of 150 guineas on brief, and 30 guineas for refreshers. But a special brief fee not exceeding 100 guineas may be paid on appearance out of London as counsel for a Government Department.

Such, unless there has been some later minute of which we are not aware, is the system of remuneration which has produced in the past year not unsatisfactory results for the individual officers concerned. Under a minute of 12th August, 1875, the fixed salaries for non-contentious business were £7,000 and £6,000, and fees for contentious business were paid according to the ordinary professional scale; but at that time the law officers had not yet been cut off from private practice. There was a minute of 8th December, 1889, which repeated the arrangement, but defined the ordinary professional scale in the same manner as the minute of 1895 (*supra*). The first restriction on private practice appeared in the minute of 5th December, 1892. The law officers were not to appear for private clients except in the House of Lords and Privy Council, and on retainers delivered before acceptance

of office. Then by the minute of 29th June, 1894, all private practice was prohibited, and also fees for contentious business, and the salaries were fixed at £10,000 and £9,000 a year. But this was found to be too large a drop from the remuneration received before, and a year later the arrangement for separate payment of fixed salary and fees was restored by the minute of 1895, but subject to the prohibition of private practice.

Lord ALVERSTONE, in his recently published "Recollections of Bar and Bench," says, with reference to his holding of the office of Attorney-General:—"I had for ten years enjoyed an enormous practice, and I continued to take private practice, though I was Attorney-General, up till the year 1895, when, at the request of the Government of the day, I consented to forgo the right to do so. Sir EDWARD CLARKE, who had been my Solicitor-General from 1886 to 1892, refused to accept office again on these terms." Unless the minute of 1894 did not take effect at once, the reference to 1895 must be a mistake, but the severance of Sir EDWARD CLARKE from the law officership on the ground stated is well known. On this question it is interesting to note Lord ALVERSTONE's opinion as to the reasons in favour of cutting off private practice. In old days, he says, prior to 1880, the Attorney-General was only consulted in really important matters, but from 1890 onwards there was a tendency to consult the law officers more frequently, and to throw upon them the responsibility of drafting Bills and amendments to Bills. Hence he was willing to concede the Government's claim to the whole of his time. But he drew the line at the lump sum salary to include all fees for contentious business, and, in case this idea should be revived, he states his reasons against it. The first is that no single lawyer can satisfactorily cover all the departments of Government work, and it is frequently necessary to call in some other specially qualified counsel. There have been law officers without experience in criminal work—Lord ALVERSTONE says unkindly that the appearance of such officers to conduct prosecutions has resulted in disaster—or Admiralty work, and so on, and it is necessary to employ some other counsel; but if the law officers were paid an inclusive fee they would be expected to do all the work, and payment to outside counsel would be objected to. Though, as regards the proposed lump sum of £10,000, Lord ALVERSTONE thought it quite adequate. The main objection was the difficulty of paying extra sums to outside counsel. Then he mentions the difficulty which would arise on taxation if costs were payable by an adverse party and no fee were marked on the law officer's brief. But, unless we are mistaken, town clerks are frequently required to account to the corporation for costs received, and this is in principle the same case.

Lord ALVERSTONE does not purport to exhaust the subject—"I will not," he says, "pursue further the difficulties which would be opened up. They will be obvious to barristers and solicitors of experience. I should not have referred to the matter at such length but that I have once or twice seen it referred to since the proposition was abandoned in 1895; and should the idea of a fixed additional salary be again revived, I should like my reason against its adoption to be considered."

The arrangement for a fixed inclusive salary—if, in fact, it ever came into operation—lasted, as above pointed out, only a few months, and the system of payment by a fixed salary, together with fees, has so far prevailed; but figures such as those for 1914 give food for reflection. Either counsel's incomes have enormously increased, or the law officers are paid on a very liberal scale. We gather that the present Solicitor-General does not think the scale too liberal, though he is willing to consider a special war reduction. According to him a King's Counsel in full practice can make from £15,000 to £20,000 a year, and this sort of man must be tempted by a sum not much less satisfactory if law officers are to be got. But we doubt whether such an income can often be made by any ordinary work at the bar. There are doubtless advocates who command fancy fees, but that is a matter between them and their clients, and it does not bear at all upon Government work. Such advocates by no means possess the solid qualities—we are speaking quite generally—which make a good Government lawyer, and we are content to

accept Lord ALVERSTONE's figure of £10,000 as being in itself quite adequate. How exactly it shall be earned is another matter, but Parliament is not likely to look with satisfaction on emoluments such as those which have rewarded the law officers in the last year. They may be explained in a particular year by special work, but the idea that they are necessary in order to secure good men as law officers is, we believe, quite erroneous; especially when these offices are themselves the stepping-stone to high judicial preferment.

## The Period for Appealing.

THE case of *Conservators of the River Thames v. Kent and the Attorney-General* (ante, p. 612), calls attention to the fact that a judgment may become operative at different dates for various purposes.

The facts were shortly these:—On 12th March, 1915, final judgment was pronounced by AVORY, J., in an action tried before him without a jury, resulting in a finding for the plaintiffs on certain points and for the defendants on others. By consent a draft was prepared by the plaintiffs' solicitor and was on the 18th March, 1915, submitted by him to the solicitors for the respective defendants. After some negotiation, the draft in question was on 18th May, 1915, finally returned to the plaintiffs' solicitor; and on 3rd June the associate's certificate was formally issued. On 8th June, the necessary steps were completed in the Judgments Room at the Central Office and the usual office copy judgment was obtained. The latter document was headed "dated and entered the 12th day of March, 1915," but it also bore the Central Office "seal" dated 8th June, 1915. Certain of the defendants desired to appeal against the judgment in question, and the notice thereof was settled on 10th June, 1915; but on inquiry at the Crown Office their solicitor was informed that, in the opinion of the officials there, the time allowed by ord. 58, r. 15, for appealing against the judgment in question ran from 12th March, 1915 (when the judgment was pronounced and purported to have been dated and entered), and not from 8th June, 1915, the date when the formal judgment was actually completed, and that such time had consequently expired. The defendants accordingly set down a notice of motion for an order (*inter alia*) that on the true construction of ord. 58, r. 15, and in the events which had happened, the period for appealing should be calculated from 8th June and not from 18th March. The Court, consisting of the Master of the Rolls, and PICKFORD and WARRINGTON, L.JJ., decided without hesitation that the final judgment in question must be taken to have been "perfected" on 8th June, and that the period for appealing consequently ran from that day and not from 12th March, when it was expressed to have been dated and entered.

Ord. 58, r. 15, provides that the period for appealing from a final judgment or order shall be calculated from the time at which the judgment or order is signed, entered, or otherwise perfected. By ord. 41, r. 3, where any judgment is pronounced by a judge in court the entry of the judgment shall (unless otherwise ordered) be dated as of the day on which such judgment is pronounced, and the judgment shall take effect from that date. In the Chancery Division the point in question appears to be governed by the provisions of ord. 62, r. 14a, which specifies the period within which judgments shall be drawn up and entered; but there appears to be no corresponding rule affecting the practice of the King's Bench Division.

In *The Conservators of the River Thames v. Kent*, counsel for the Attorney-General, whilst not opposing the motion, called the attention of the Court to the decision in the case of *Higher Bebington Local Board v. Lightbound* (29 SOLICITORS' JOURNAL, 500), which was to the effect that the time for appealing specified in ord. 58, r. 15, runs from the date when the order is entered in the Crown Office Book, viz., on the day it is given in court; but the Master of the Rolls was understood to say that the Court distinguished the case then before them from that of the *Higher Bebington* case in so far as the latter decided anything at all.

It will doubtless be recollected that words somewhat similar to those of ord. 58, r. 15, appear in ord. 65, r. 19c, as to the time within which certain steps preliminary to the taxation of costs are to be taken, namely within seven days (or such further time as the taxing officer may allow) after the order was signed, entered or otherwise perfected. Also ord. 52, r. 13, contains with regard to orders somewhat similar directions to those of ord. 41, r. 3, in respect of judgments, viz., that every order, if and when drawn up, shall (unless otherwise ordered) be dated the day of the week, month and year on which the same was made.

In *Re Helsby* (1894, 1 Q. B. 742), a bankruptcy case, an order by the Divisional Court was pronounced on 20th November, 1893,

and on 1st December, two engrossments of the order were signed by the registrar and sealed, one copy being subsequently filed on the following day. Notice of appeal from the order was served on the 23rd December, and an objection was taken that it was out of time by reason of the necessary period of twenty-one days having expired if calculated from 1st December. The objection was upheld, since the order was perfected on 1st December, and not on 2nd December when it was filed, and Lord Justice DAVEY, in giving judgment, referred to the wording of ord. 58, r. 15 (upon which the relevant bankruptcy rule was apparently founded) and stated that the terms therein used ought to be read disjunctively as meaning that when an order is perfected by signing, the time runs from the date of signing; and when, as in Chancery, an order is perfected by entry, the time runs from the date of entry; and when an order is perfected in any other way, the time runs from the date of its being made perfect.

The rules and cases above referred to may, however, be compared with the express provisions of ord. 41, r. 3, that a judgment shall take effect from the date of pronouncement and entry. No limitation is expressed in the rule as to the purposes for which the judgment shall so take effect; and it has, for instance, been held that garnishee proceedings are valid when commenced between the date of pronouncement and the date of completing the judgment (*Holby v. Hodgson*, 24 Q. B. D. 103); and, again, in the case of the *Guardians of West Ham v. Churchwardens of Bethnal Green* (1895, 1 Q. B. 662), it was decided that a judgment related back to the day of pronouncement for the purpose of calculating a period prescribed by a special Statute of Limitation, notwithstanding that the judgment was not drawn up until some weeks after it had been delivered.

On the other hand, an order for judgment for the payment of money cannot apparently be enforced by execution until the successful party is in a position to produce the completed judgment or order shewing the date of entry thereof (ord. 42, r. 11); although by rule 16 of the same order, interest on money due under a judgment may be calculated from the time when the judgment was "entered."

It would thus appear that the same judgment may become operative on different dates for certain distinct purposes. The date of pronouncement (and entry) may regulate the question of issuing garnishee proceedings, the limit of time for recovery of a judgment debt, and the period for the calculation of interest recoverable on execution; but such matters as the time for appealing, the date for performing certain preliminaries of taxation, and the earliest day when execution may be actually issued, are governed by a step in the proceedings which may not be completed until a materially later date.

Dealing only with the last-mentioned class of cases, it may be argued that, following the directions of DAVEY, L.J., in *Re Helsby* (*supra*) as to reading the words of ord. 58, r. 15 disjunctively, the question as to when any particular judgment becomes "perfected" is at present in some danger of being dealt with upon the particular merits or circumstances of each case. It is not easy to distinguish clearly upon a matter of pure construction the decision in the *Higher Bebington* case (*supra*) from that in the case of the *Conservators of the River Thames*; but it is submitted that the ruling of the Court of Appeal in the latter and more recent case presents the more convenient and common-sense view; for it is obviously impracticable properly to settle a notice of appeal until the actual form of the judgment is decided, or to leave with the Taxing Master a copy of a judgment previous to the same having come into documentary existence.

In order to avoid the costs of the necessary applications which result in doubtful cases, it would, perhaps, be a matter of convenience to litigants and to practitioners that some revision of the rules should be effected—e.g. by the introduction of a more definite indication as to when a judgment or order may for the purposes of appeal and taxation respectively be deemed to be "perfected," coupled possibly with an express exemption from the operation of ord. 41, r. 3, as regards the date from which the judgment becomes otherwise effective. G. G. C.

In the House of Commons on Wednesday, Lord R. Cecil, replying to Mr. Peto, said: British exporters have no control or responsibility in regard to licensed goods which have been consigned and shipped to the Netherlands Oversea Trust. Licences are issued by the War Trade Department on production by the exporter of the written consent of the Netherlands Oversea Trust to accept consignment of the goods in question. The Netherlands Oversea Trust undertake the delivery of the goods to the Dutch importers, and guarantee that neither the goods themselves nor any articles manufactured from them will be exported to belligerent countries. Any responsibility as to the ultimate destination of the goods rests therefore with the Netherlands Oversea Trust and the importers. The "consents" of the Netherlands Oversea Trust are sent periodically to that body in order that they may be checked and duly controlled by comparison with their actual receipts.



## Reviews.

## Books of the Week.

**Income Tax.**—A Guide to Income Tax Practice. By ADAM MURRAY and ROGER N. CARTER, Chartered Accountants. Seventh Edition. By ROGER N. CARTER, M.Com., F.C.A. Gee & Co. (Publishers) (Limited). 16s. net.

**The Law Quarterly Review.**—Edited by the Right Honourable Sir FREDERICK POLLOCK, Bart., D.C.L., LL.D. July, 1915. Stevens & Sons (Limited). 5s. net.

**The Journal of the Society of Comparative Legislation.**—Edited for the Society by Sir JOHN MACDONALD, K.C.B., LL.D., F.B.A., and EDWARD MANSON, assisted by C. E. A. BEDWELL. July, 1915. John Murray. 5s. net.

**Prize Law.**—British and Colonial Prize Cases. Reports of Prize Cases Decided during the Present War. In the Courts of Great Britain and the Overseas Dominions. Part 2. Under the General Editorship of E. C. M. TREHERN, LL.M., Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited). 7s. 6d. net.

## An Epitome of Recent Decisions on the Workmen's Compensation Act.

By ARTHUR L. B. THESIGER, Esq., Barrister-at-Law.

(Cases decided since the last Epitome, page 395.)

(Continued from page 628.)

### (2) DECISIONS ON THE WORDS "INCAPACITY RESULTING FROM AN ACCIDENT."

**Beure v. Garrod** (C.A.: Lord Cozens-Hardy, M.R., Pickford and Warrington, L.J.J., 4th and 7th June, 1915).

**FACTS.**—A cartman was thrown from his van on 2nd July, 1914. He was taken to a hospital, and on 15th July he was removed from the hospital to the Westminster Workhouse Infirmary. His condition was there diagnosed as general paralysis of the brain. On the 14th October he was discharged under an order of removal to the Croydon Parish Union; instead of going there he went home, when his wife said his condition was very bad. He was taken to Kingston Infirmary on 16th October, and to Croydon Infirmary on 27th October. On 2nd December he died of double pulmonary tuberculosis. A *post-mortem* examination was held, which shewed that he had suffered from this, though in a latent form, for two years or more; in the doctor's opinion the acute condition was of three months' standing. Medical evidence was also given that a serious disease such as that caused by the accident might cause latent tuberculosis to become acute. The county court judge made an award in favour of the defendants.

**DECISION.**—There was evidence on which he could find that death had been accelerated by the accident. (From note taken in court. Case reported *L. T. newspaper*, 19th June, 1915, p. 155.)

**Wright v. The Sneyd Collieries (Limited)** (C.A.: Lord Cozens-Hardy, M.R., Pickford and Warrington, L.J.J., 10th June, 1915).

**FACTS.**—A workman was injured by accident, and was paid compensation for over a year. The employers then suggested that he should undergo the Weir-Mitchell treatment, and offered to pay for it. The offer was accepted, but the workman's solicitor wrote stating that his doctor had suggested that he should also have massage. This was also agreed to; but the workman refused to undergo massage. The county court judge held that the disablement was due to the man's unreasonableness, and terminated the payment of compensation. He took no note of the evidence.

**DECISION.**—Though the position of the Court was rendered almost hopeless by the judge's failure to take a note, which also imposed needless expense on the parties, there was sufficient evidence on the documents to justify the judge's finding; but the award must be altered by awarded compensation at the rate of one penny a week. (From note taken in court. Case reported *L. T. newspaper*, 26th June, 1915, p. 181.)

**Chapman v. Sage & Co. (Limited)** (C.A.: Lord Cozens-Hardy, M.R., Pickford and Warrington, L.J.J., 11th and 14th June, 1915).

**FACTS.**—A workman ruptured himself while stacking timber, on the 6th September, 1913. He worked for two days with pain, and then was told by the manager to go to the hospital and get a truss, for which he was given an order. He wore it for a few days, and afterwards a belt with a pad made by his wife, which he found more comfortable. He

worked as usual until the 13th February, 1915, when his services were no longer required, and on the 18th February he claimed compensation. The employers' doctor gave evidence that the workman's condition was as good as before, provided he wore a truss, and that the belt made by his wife was "practically useless." The county court judge refused to make a declaration of liability, as there was no ground for thinking that, with reasonable care, any harm would result from the accident.

**DECISION** (Lord Cozens-Hardy, M.R., dissenting).—On the authority of *Owners of the Vessel Tynron v. Morgan* (1909, 2 K. B. 66), and *Griga v. Owners of Steamship Harelda* (3 B. W. C. C. 116), a declaration of liability ought to have been made. (From note taken in court. Case reported *L. T. newspaper*, 3rd July, 1915, p. 210)

**Jackson v. Hunslet Engine Co.** (C.A.: Lord Cozens-Hardy, M.R., Pickford and Warrington, L.J.J., 15th June, 1915).

**FACTS.**—A steam-hammer man met with an accident which resulted in the loss of an eye. He was paid compensation for some time, and then the employers offered to take him on at his old work at the same wages. On his refusing it they stopped the weekly payments. The workman took proceedings, and the employers, by their answer, submitted to a declaration of liability. The county court judge held that as the workman was physically capable of doing his old work, and had been offered it at his old wages all incapacity must be taken to have ceased. He therefore made an award in favour of the employers.

**DECISION.**—As the employers had consented to a declaration of liability, it was not open to the judge to withhold it from the workman. Further, the judge, in deciding whether incapacity had ceased, should have considered whether his earning capacity had been diminished, and whether the employment offered was suitable. New trial ordered. (From note taken in court. Case reported *L. T. newspaper*, 26th June, 1915, p. 181; *L. J. newspaper*, 3rd July, 1915, p. 334.)

### (3) DECISION ON THE WORD "WORKMAN."

**Richards v. Pitt** (C.A.: Lords Cozens-Hardy, M.R., Pickford and Warrington, L.J.J., 9th and 10th June, 1915).

**FACTS.**—A girl of seventeen years of age was injured while hop-picking in the respondent's hop-yard. She was a domestic servant and her aunt looked after her younger sister. The aunt was employed every year by the respondent hop-picking, and brought her two small children and her niece; the applicant, having a fortnight's holiday, accompanied them on this occasion. The respondent gave milk and shelter to the whole family, some of whom were too young to work. The price agreed between the aunt and the respondent was one shilling for every six bushels picked; this was paid to the aunt, and the applicant never drew any money from the respondent. The aunt was also paid one shilling "hiring money," and asked the respondent to allow her sixpence for each of her nieces, which he paid. The custom was to engage for the season, which lasted about five weeks, but the applicant admitted that she only intended to stay two weeks. The county court judge held the relation of master and servant existed between the respondent and the applicant and awarded her compensation.

**DECISION.**—There was no evidence to support the judge's finding. (From note taken in court. Case reported *L. T. newspaper*, 3rd July, 1915, p. 210.)

[To be continued.]

## CASES OF THE WEEK.

### House of Lords.

**UNITED STATES STEEL PRODUCTS CO. v. GREAT WESTERN RAILWAY CO.** 7th June; 13th July.

**RAILWAY—CARRIAGE OF GOODS—CONSIGNMENT NOTE—"GOODS RECEIVED AND HELD SUBJECT TO GENERAL LIEN FOR ANY . . . MONIES DUE . . . FROM THE OWNERS OF SUCH GOODS UPON ANY ACCOUNT"—CONSTRUCTION OF CONDITION.**

The plaintiffs consigned goods from the United States to T. & Co. in England. The goods were shipped upon a through bill of lading, which provided that they were to be carried to Manchester, and from there to be forwarded to T. & Co. via the defendant's railway, "and the carrier is authorized by the owner to forward by a connecting carrier, and upon such conditions as the latter may exact." The defendants had the following condition on their consignment note:—"All goods delivered to the company will be received and held by them subject to a lien for money due to them for the carriage of and other charges upon such goods, and also to a general lien for other moneys due to them from the owners of such goods upon any account." Before the goods were delivered T. & Co. became insolvent, and the plaintiffs claimed to stop the goods in transitu. The defendants were paid their charges in respect of the particular conveyance, but T. & Co. were largely indebted to the defendants in respect of the conveyance of other goods, and the defendants claimed to exercise their general lien on the goods as against the plaintiffs.

Held, on consideration, that the defendants were not entitled to do so.

*Decision of Court of Appeal (1914, 3 K. B. 567, 30 T. L. R. 439) reversed.*

Appeal by the plaintiffs from an order of the Court (1914, 3 K. B. 567, 30 T. L. R. 439) which reversed a judgment of Pickford, J. (1913, 3 K. B. 357, 29 T. L. R. 643). The appeal was argued last month, and judgment reserved. The facts sufficiently appear from the judgment of Lord Buckmaster, C.

The LORD CHANCELLOR, in giving judgment, said the appellants, the United States Steel Products Co. of Philadelphia, entered into a contract with Messrs. Tupper & Co., who carry on business at Bilston, for the sale to them of 1,500 gross tons of steel billets. By the terms of the contract the goods were to be delivered to the purchasers at their works at Bilston at the price of £4 12s. 9d. net. per ton, costs, insurance and freight paid by the vendors. Under this contract a consignment was made by the appellants in February, 1911, of about 499 tons, but before the delivery was complete Messrs. Tupper became insolvent, and thereupon the appellants asserted their right as unpaid vendors to stop the delivery and regain possession of the goods. The goods, however, had by this time been received for delivery by the Great Western Railway, and they claimed that although the amount due to them was paid by the vendors, they were nevertheless entitled to retain possession of the goods in order to satisfy a lien for moneys due to them from Messrs. Tupper, not for the carriage of these particular goods, but on a general account. Such a lien could not be maintained against the vendors apart from contract, and the real question in this case was whether the contract which the railway sought to establish giving them this right, in fact, existed. Pickford, J., who tried the case as a commercial case, held that it did not, and gave judgment for the Steel Company, but the Court of Appeal reversed his decision, on the ground that on the delivery of the bill of lading duly endorsed the property in the goods had passed to the consignees, and the railway company were entitled to a lien in respect of the balance due from Tupper & Co. to them. From that order this appeal was brought. The railway company had the following condition printed on its consignment note:—"All goods delivered to the company will be received and held by them subject to a lien for money due to them for the carriage of and other charges upon such goods, and also to a general lien for any other moneys due to them from the owners of such goods upon any account." The only question was the meaning of the word "owners." It was his opinion that the right of lien could only be asserted against the person who both owed the money and claimed delivery, and if a person from whom no money was due was in a position to assert his right to the goods the general lien became inoperative as against him. He moved that the judgment of the Court of Appeal should be reversed, and that of Pickford, J., in favour of the present appellants restored, with costs.

Lords ATKINSON, PARKER, PARMOOR, and WRENBURY read judgments to the like effect. The appeal was accordingly allowed, with costs, and the judgment of Pickford, J., restored.—COUNSEL, for the appellants, Sir Robert Finlay, K.C., and Schiller, K.C.; for the respondents, Duke, K.C., Macassey, K.C., and McCardie. SOLICITORS, A. J. Greenop & Co.; L. B. Page.

[Reported by ERSKINE REID, Barrister-at-Law.]

#### MITCHELL (Surveyor of Taxes) v. EGYPTIAN HOTELS (LIM.). 6th and 7th May; 9th July.

REVENUE—INCOME TAX—COMPANY REGISTERED AND RESIDENT IN ENGLAND—BUSINESS CARRIED ON ABROAD—INCOME TAX ACT, 1842 (5 & 6 VICT. C. 35), s. 100, SCHEDULE D, CASES 1 AND 5.

The respondents were a company registered in England, who owned and carried on hotels in Egypt. There were directors in England, and also a local board in Egypt. The Court of Appeal held that the respondents were not liable to an assessment made on the whole of their profits earned in Egypt, but only to profits remitted to the United Kingdom. The surveyor of taxes appealed.

Held, after consideration (Earl Loreburn and Lord Parmoor being for allowing the appeal, Lords Parker and Sumner for dismissing it), that as the House was equally divided in opinion the rule that in such a case the appeal was dismissed without costs applied.

Accordingly the decision of the Court of Appeal (1914, 3 K. B. 118, 111 T. L. R. 189) was affirmed, and no order made as to costs.

Appeal by the surveyor of taxes from a decision of the Court of Appeal whereby a judgment of Horridge, J., was reversed, on a question whether the Commissioners were right in deciding that the company were liable to an assessment for income tax made on them in respect of all the profits earned by their business abroad. The company was registered in England in 1897. In 1906 they altered their articles of association by resolutions which provided that all the company's affairs and business in Egypt should be carried on and managed by a local board to the exclusion of any board of directors other than the local board. Only general meetings held in Egypt could pass resolutions binding on the local board, the members of which were to be appointed by a general meeting held in Egypt, and their remuneration to be determined by the directors. The profits of the business, which was solely conducted in Egypt, were to be ascertained as and when the directors considered expedient, and applied in dividends or otherwise as the directors thought fit, and, until otherwise directed by the directors, the local board were to retain such profits in Egypt and remit to England only such sums as were necessary to pay the dividends payable in England and the expenses of the London board. The Egyptian accounts were made up in

Egypt, but the balance-sheets and profit and loss accounts were made up in London. The company were assessed to income tax under case 1 of Schedule D of section 100 of the Income Tax Act, 1842, in respect of the whole of their profits from the business. The Commissioners were of opinion that "the head and seat and controlling power of the company remained in England with the directors," and accordingly affirmed the assessment. Horridge, J., affirmed that decision. The Court of Appeal (Lord Cozens-Hardy, M.R., Buckley, L.J., and Channell, J.) were of opinion that, on the facts proved, the control exercised by the London board was merely the control of the manner in which the profits arising from the carrying on of the business should be dealt with, and did not amount to carrying on the business, which was, from resolutions passed in 1906, wholly carried on by the local board. They held that the company was not, therefore, assessable in respect of all its profits, but only in respect of those remitted to England. The surveyor of taxes appealed. After argument judgment was reserved, and when given their lordships were equally divided in opinion.

Earl LOREBURN—I have felt great difficulty in this case, and if any point of law had been involved I should myself have desired a re-argument, but the law has been already laid down in two cases [in *De Beers Consolidated Mines (Limited) v. Howe* (1906, A. C. 455) and *American Thread Co. v. Joyce* (108 L. T. 353, and 6 Tax Cas. 163)] decided in this House, and the only question is whether or not this case comes within the principle. My own view is, on the whole, in accordance with that of Lord Parmoor, whose judgment I have had the advantage of reading in print, and I have nothing to add. It is a question of fact and very near the line.

LORD PARKER and LORD SUMNER then read their judgments, which were in favour of dismissing the appeal.

LORD PARMOOR was for allowing the appeal.

Earl LOREBURN—I ought to say that the rule is, in a case where the opinion of this House is equally divided, that the appeal stands dismissed without costs. The decision of the Court of Appeal was consequently affirmed. No order as to costs.—COUNSEL, for the appellant, Sir John Simon, A.-G., Sir S. Buckmaster, S.-G., and William Finlay, K.C.; for the respondents, Sir Robert Finlay, K.C., and Bremner. SOLICITORS, H. Bertram Cox, Solicitor of Inland Revenue; Broad & Co.

[Reported by ERSKINE REID, Barrister-at-Law.]

## Court of Appeal.

SEAL v. TURNER. No. 1. 18th May; 8th June.

PRACTICE—COSTS—SHORTHAND NOTE OF PROCEEDINGS—AGREEMENT BETWEEN PARTIES BEFORE TRIAL—NO IMPLIED AGREEMENT MAKING COSTS COSTS IN THE ACTION—COSTS EQUALLY DIVIDED—R.S.C., ORD. 65, s. 27.

Where, before the trial of an action, the parties have agreed that a shorthand note of the proceedings shall be taken, and a transcript made and provided for the Judge, that implies an agreement that the costs of taking and transcribing the note shall be borne by the parties equally, and the taxing master has no power to allow such costs as costs in the action, without an express agreement to that effect.

Hebert v. Royal Society of Medicine (56 SOLICITORS' JOURNAL, 107) distinguished, as being confined to costs in the Court of Appeal.

Appeal by the plaintiff from a decision of Bailhache, J. The action was one brought by a solicitor against the defendant, as chairman of the Law Guarantee Society (in liquidation), for damages for alleged misrepresentation in inducing him to subscribe for shares in the society. The case was tried before Darling, J., and a special jury, and in the result the action was dismissed. The plaintiff appealed, asking for judgment or a new trial; and this appeal was dismissed. The case does not call for a report except upon one point. On taxation of costs the master allowed the costs of taking and transcribing a shorthand note of the proceedings. The plaintiff contended that these were not costs in the action, and as the shorthand note had been taken by previous agreement between the parties, that he was only liable to pay half the costs thus incurred. The master and Bailhache, J., overruled this objection on the authority of *Hebert v. Royal Society of Medicine* (56 SOLICITORS' JOURNAL, 107), and the plaintiff appealed. *Cur. adv. vult.*

THE COURT allowed the appeal.

LORD COZENS-HARDY, M.R., said that it was settled that the costs of shorthand notes of the evidence ought not to be allowed unless there was some agreement by the parties, or direction from the Judge—a direction usually given in patent actions. If there was nothing more than an agreement between the solicitors that there should be one shorthand-writer's notes, the only implied agreement was that the costs of the shorthand-writer should be borne equally between the parties. Any further agreement that the costs should be costs in the action could not be implied, and it was clear in the present case that there was no such agreement. In the Court of Appeal, however, different considerations arose, and the Court could, and frequently did, order that the costs of a shorthand-writer's notes, as used in the Court of Appeal, should be costs of the appeal. Here the taxing master had allowed the cost of taking the notes, which was a small sum, and also the costs of transcripts for the Judge and three counsel, and in a trial which lasted for seven days that was a large sum. *Hebert v. Royal Society of Medicine* (*supra*) dealt only with the costs in the Court of Appeal, and did not



warrant the view taken by the master. The judgment of Buckley, L.J., in *Re Roney & Co.* (1914, 2 K. B. 540) was also inconsistent with that view. The taxation therefore ought to be reviewed by allowing only one-half of the costs of taking the notes and of the transcript of evidence. The defendant was entitled to have included in the costs of the appeal the cost of the transcript of the plaintiff's evidence only, which alone was referred to in that Court. The costs of the summing-up were allowed without express mention. The result was that the present appeal partly succeeded and partly failed, and there would be no costs to either party.

BANKES and WARRINGTON, L.J.J.—who referred to *Osmond v. Mutual Cycle Supply and Manufacturing Co.* (1899, 2 Q. B. 488), and dissented from a dictum of A. L. Smith, L.J. (at p. 494), to the effect that an agreement between parties to have a shorthand note taken implied an agreement that the costs should be costs in the cause—delivered judgment to the same effect.—COUNSEL, *Thorn Drury, K.C.*, and *C. Doughty; Stuart Beven*. SOLICITORS, *S. S. Seal; Coward & Hawksley, Sons, & Chance.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

**BARRON v. POTTER.** No. 1, 20th and 30th June.

BILL OF SALE—REGISTRATION—DESCRIPTION OF OCCUPATION OF GRANTOR—BAPTIST MINISTER—DIRECTOR OF PUBLIC COMPANIES—REFERENCE TO MEANS OF LIVELIHOOD—BILLS OF SALE ACT, 1878 (41 & 42 VICT. C. 31), s. 10 (2).

The occupation of a person making or giving a bill of sale within the Bills of Sale Act, 1878, s. 10 (2), means the occupation in which he is mainly engaged, and by which he earns his livelihood. Where, therefore, the grantor of a bill of sale earned an income as a director of companies, but was also entered on a register of Baptist ministers, and occasionally did duty on Sundays in that capacity in the district in which he lived,

Held, that his occupation was not properly described in the bill of sale as "Baptist Minister," and that the bill was void as against a judgment creditor.

*Luckin v. Hamlyn* (21 L. T. N. S. 366) explained.

Appeal by the plaintiffs from a judgment of the Divisional Court (Lush and Atkin, JJ.) on an appeal from the county court judge at Maldon. The defendant, W. J. Potter, in July, 1913, gave an absolute bill of sale over his furniture to his father, James Potter, in consideration of £100. In the bill the defendant's residence and occupation were stated to be Woodham Ferris, in the county of Essex, and "Baptist Minister." He was, in fact, on the register of Baptist ministers, having done no regular pastoral work since 1908, but he occasionally preached and lectured in the district in which he lived. He was also a director of some three or four public companies, and occupied an office in Shaftesbury-avenue in connection therewith, and derived his livelihood from this source. It was in connection with his business as a director that he required the £100 secured by the bill of sale. The plaintiffs brought an action against the defendant in the Chancery Division for an injunction in connection with the British Seagumite Co. (Limited), one of the companies of which the defendant was a director, and recovered judgment with costs. The case is reported in 1914, 1 Ch. 896, and 58 SOLICITORS' JOURNAL, 516. Upon the Sheriff levying execution for the costs of this action upon the furniture in Barron's possession, the bill of sale holder claimed it, and an interpleader issue was directed in the county court. The judgment creditors contended that the bill of sale was void under the Bills of Sale Act, 1878, s. 8, on the ground that the grantor ought to have been described as a director of public companies. The county court judge held that the description in the bill of sale was correct, and gave judgment for the claimant. The judgment creditors appealed to the Divisional Court, which was divided in opinion, Lush, J., holding that the question raised was one of fact, on which there was no appeal, and Atkin, J., dissenting. The members of the Court took different views of the decision in *Luckin v. Hamlyn* (21 L. T. N. S. 366). The appeal therefore was dismissed. The judgment creditors then appealed to the Court of Appeal, and the Court allowed the appeal.

Lord COZENS-HARDY, M.R., having stated the facts, proceeded: He thought it was idle to suggest that the occasional fees which the defendant Potter received for preaching on Sundays produced his livelihood, or that such preaching was in any sense of the word the real occupation of his life at that time. The Court had to consider the meaning of a few words in section 10 (2) of the Bills of Sale Act, 1878. It said that a bill of sale and also a true copy "with an affidavit of the time of such bill of sale being made or given and of its due execution and attestation and a description of the residence and occupation of the person making or giving the same . . . shall be filed with the registrar." It was plain that unless that was done the bill of sale could not be relied on against an execution creditor. Here the bill of sale was given by the defendant five years after the date when he was a regular Baptist minister, describing him only as of Woodham Ferris, Baptist minister. There was nothing whatever referring to the business address in Shaftesbury-avenue, or the business he there carried on, which might probably be accurately described as a director of companies, or what was colloquially known as a "guinea-pig"—i.e., a man who lived on the director's fees of the companies of which he was director. His occupation could not properly be described as that of a Baptist minister by any stretch of language. Unless there was

authority the other way it seemed to be a clear case. The learned county court judge had treated the matter as if it turned on whether there was no difficulty in identifying the defendant where he lived. But to state the residence was insufficient without the occupation. In his lordship's opinion there was no authority to the contrary. In the Divisional Court great stress was laid on *Luckin v. Hamlyn* (21 L. T. N. S. 366), one member relying on the judgment of Martin, B., and the other on that of Kelly, B. It was doing scant justice to those learned judges to suggest there was any real discrepancy between them. There might be some difference of expression, but in principle there was no difference. The word "occupation," said Martin, B., meant the business in which a man was usually engaged to the knowledge of his neighbours. In a case like the present, where a man was tenant of an office, a place where the liability was incurred for which the execution creditor was seeking to seize goods, to say that what he did in that office was not his occupation could not be supported. It was unnecessary to go through all the cases which had been cited; they clearly confirmed that the "occupation" of the statute was one which referred to the livelihood of the debtor. The view taken by Atkin, J., with all deference to Lush, J., was the more right one, and therefore the appeal must be allowed.

PICKFORD and WARRINGTON, L.J.J., delivered judgment to the same effect, the former observing that there were conceivable cases in which it might be necessary to describe a man by more than one occupation, and referring to *Sharpe v. McHenry* (38 Ch. D. 427), where Kay, J., applied the true test. His lordship thought that there was no evidence upon which the county court judge could find that "Baptist minister" was a correct description of the grantor's occupation.—COUNSEL, *J. J. Parfitt, K.C.*, and *Conway Wertheimer; David, K.C.*, and *E. H. Tindal Atkinson; Ellis Hill*. SOLICITORS, *Bartlett & Gluckstein; Doyle, Devonshire, & Co.*, for Jones & Son, Colchester; *Gepp & Sons.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

**DAKIN & CO. (LIM.) v. LEE.** No. 1, 6th July.

BUILDING CONTRACT—PERFORMANCE—LUMP SUM CONTRACT—OMISSION OF CERTAIN ITEMS—CONTRACT SUBSTANTIALLY PERFORMED—QUANTUM MERUIT.

Where a builder contracted to repair a house, doing certain specified work for a lump sum, and substantially completed the work, but with certain omissions, leaving the completed work not fully up to specification,

Held, that the omission to carry out perfectly every item of the contract could not be construed as an abandonment of it, and that the builder was entitled to recover on a quantum meruit the contract price less the sum necessary to make the work correspond with the contract.

Appeal by the defendant from a decision of the Divisional Court (Ridley and Sankey, JJ.) (reported 59 SOLICITORS' JOURNAL, 365). The plaintiffs claimed £350 for work done and materials supplied for repair to the defendant's house, including £264 for work done in accordance with a specification. The defendant accepted the work, but offered only part of the sum claimed on the ground that it had not been properly carried out. The case was referred to an official referee, who found that the contract had been departed from in three respects: (1) A concrete foundation less than 2 ft. thick, instead of 4 ft., had been laid, and had not been mixed of the right materials; (2) solid columns 4 in. in diameter, instead of hollow columns 5 in. in diameter, had been used; (3) certain rolled steel joists, laid side by side, had not been fastened and bolted to each other properly. The referee found that the plaintiffs had not performed their contract, and were not, in the circumstances, entitled to sue on a quantum meruit, and gave judgment for the defendant. The Divisional Court reversed this decision, and the defendant appealed.

THE COURT dismissed the appeal.

Lord COZENS-HARDY, M.R., having stated the facts, and read portions of the building specification, proceeded: The work was finished—a word used without prejudice—but the owner refused to pay. There was no clause in the specification binding the builders to put in 4 ft. of concrete in underpinning, though there was an understanding in the correspondence to that effect. The referee had found that the average depth was only 2 ft., also that certain columns, which were to have been 5 in. in diameter and hollow, were 4 in. and solid—a very trivial matter—that the steel joists were not properly cleated, and that the concrete had not been properly mixed. There was no ground for presuming any fresh contract, and it was hopeless to contend that the omission to carry out perfectly every item of the contract was an abandonment of it. To say that a builder could not recover on his contract merely because he had not completely finished one or two items was to state a proposition his lordship could not assent to. The present case was simply one of poor or careless workmanship, and that was no defence to an action on the contract. The result was that the builder was entitled to be paid the contract price less the amount which ought to be deducted in respect of certain items which the referee had found to be defective, and the matter must go back to him to determine what, if anything, ought to be taken off, unless the parties could agree on the figure. The appeal, therefore, would be dismissed.

PICKFORD, L.J., delivered judgment to the same effect, and WARRINGTON, L.J., concurred.—COUNSEL, *Hume Williams, K.C.*, *Connel, and B. L. A. O'Malley; Bromley Eames*. SOLICITORS, *Colyer & Colyer; P. Kimber Bull & Duncan.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]



**Re LIND. INDUSTRIALS FINANCE SYNDICATE (LIM.) v. LIND.**  
No. 2. 18th, 21st and 22nd June; 9th July.

**MORTGAGE—EXPECTANT SHARE AS ONE OF NEXT OF KIN OF LIVING PERSON—ASSIGNMENT OF INTEREST BY WAY OF MORTGAGE TO DEFENDANTS—BANKRUPTCY AND DISCHARGE OF MORTGAGOR BEFORE FALLING INTO POSSESSION OF SHARE—DEFENDANTS TAKE NO PART IN THE BANKRUPTCY PROCEEDINGS—ASSIGNMENT BY MORTGAGOR AFTER OBTAINING HIS DISCHARGE TO PLAINTIFFS—PRIORITY OF DEFENDANTS' MORTGAGES TO PLAINTIFFS' CLAIM.**

A special case raised the question whether certain dealings by one H. L. with his expectant share as one of the next of kin of a living person were rendered inoperative by his bankruptcy, and the order of discharge therein, happening while the person in question was still living.

Held, that mortgages he had given prior to his bankruptcy to an insurance society and to one A. (neither of whom proved in the bankruptcy) were not thereby rendered inoperative, and that both were entitled to rank in priority to the plaintiffs, to whom, subsequently to his bankruptcy and discharge, he had mortgaged his interest.

Decision of Warrington, J. (1915, 1 Ch. 744) affirmed, and Collyer v. Isaacs (1881, 19 Ch. D. 342) considered and distinguished.

Appeal by the plaintiffs from a judgment of Warrington, J., on a special case, which raised the question whether certain dealings by one H. Lind with his expectant share, as one of the next of kin of a living person, were rendered inoperative by his bankruptcy, and the order of discharge therein, happening while the person in question was still living. H. Lind was at the time of the dealings in question one of the next of kin of his mother, Florence Lind, and presumptively entitled to a share in her personal estate. By a deed dated 21st February, 1905, and made between H. Lind as mortgagor of the one part, and the Norwich Union Life Insurance Society of the other part, the mortgagor covenanted to pay £800 and interest and certain premiums and other moneys to the society, and, further, as beneficial owner, he assigned to the society in effect his then expectant share in his mother's estate, subject to a proviso for redemption in the usual form. By a deed dated 20th May, 1906, and made between H. Lind, as the borrower, of the one part, and H. L. Arnold, as the purchaser, of the other part, in consideration of £450 paid to him by the purchaser, the borrower covenanted with the purchaser to pay on the death of mother (but only if the borrower should then be living) £1,500 with interest and certain costs and other moneys, and the borrower, as beneficial owner, assigned to the purchaser in effect his expectant share in his mother's estate, subject to the mortgage of 21st February, 1905, and to a proviso for redemption on payment of £1,500 and interests and other moneys. By the same deed the borrower appointed the purchaser his attorney, with power to sue for, receive, and recover from the committee or the personal representative of his mother the premises thereinbefore conveyed. On the same day Arnold signed, and gave to H. Lind, a letter giving him the right to repurchase what was called the reversionary charge upon certain terms. On 15th August, 1906, H. Lind was adjudicated a bankrupt, and on 12th October, 1910, he obtained his discharge. Neither the Norwich Union nor Arnold proved in the bankruptcy. By a deed dated 29th May, 1911, H. Lind, in consideration of £260, as beneficial owner, assigned to the plaintiffs in effect his expectant share in his mother's estate, subject to a trust thereby declared as to a moiety thereof for H. Lind himself. Mrs. Lind (the mother) died intestate on 15th February, 1914. On 22nd April, 1914, Arnold, purporting to act under the power of attorney contained in his mortgage, executed a similar assignment to himself of the share, subject to the society's mortgage, and to the proviso for redemption contained in his own mortgage. The main question for the opinion of the Court was the validity, in the circumstances, of the society's mortgages of 21st February, 1905, and Arnold's mortgage of 20th May, 1906. Warrington, J., after referring to *Holroyd v. Marshall* (1861, 10 H. L. C. 191, 210), *Tailly v. Official Receiver* (1888, 3 App. Cas. 523, 549), *Re Clark, Coombe v. Carter* (1837, 36 Ch. L. 348), and *Re Reis, Ex parte Clough* (1904, 2 K. B. 769, 781), held that *Collyer v. Isaacs* (1881, 19 Ch. D. 342) did not govern the present case, and that the society and Arnold were both entitled to rank in priority to the plaintiffs. The plaintiffs appealed.

SWINFEN EADY, L.J., in a considered judgment, after referring to the authorities cited above, said: Warrington, J., decided that in the present case the mortgages were at the time of the bankruptcy entitled, not merely to the benefit of a personal obligation on the part of the mortgagor resulting in a claim for damages, but to a prospective interest in the distributive share in question, taking effect automatically on the death of Florence Lind, and therefore that the decision in *Collyer v. Isaacs* (1881, 19 Ch. D. 342) did not govern the present case. He agreed with the learned Judge. It followed that the Norwich Society and Arnold were both entitled to rank in priority to the plaintiffs, and accordingly their appeal failed.

PHILLIMORE and BANKES, L.J.J., gave judgment to the like effect.—COUNSEL for the plaintiffs, *Hughes, K.C.*, and *R. E. Moore*; for the Norwich Union, *Tomlin, K.C.*, and *T. H. Attwater*; for Arnold, *Coldridge, K.C.*, and *Fairfax Luxmoore*; for the administrator of Florence Lind, *P. Whinney*. SOLICITORS, *Nye, Moreton, & Clowes*; *Hartcup & Davis*; *Hicks, Arnold, & Mozley*; *Walker, Martineau, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

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## High Court—Chancery Division.

### BODEGA CO. (LIM.) v. MARTIN. Astbury, J

7th, 8th and 21st June.

REVENUE—LICENCE DUTY—INCREASE OF—FREE HOUSE—PART OF INCREASE RECOVERABLE FROM GRANTOR—FINANCE ACT, 1912 (2 & 3 GEO. 5, c. 8)—FINANCE (1909-10) ACT, 1910 (10 ED. 7, c. 8), s. 46.

In construing the meaning of the words "the grantor of the lease" used in section 2 of the Finance Act, 1912, regard must be had to the facts of each particular case, and where a person who, on the face of the lease, was the grantor was in reality only a mortgagee of co-adventurers who were the real "grantors," such person was held not liable as "a grantor of the lease" under the section.

In 1891 the plaintiff company wished to acquire the Bedford Hotel, Bedford-street, Strand, for licensed premises for their liquor trade. They only wanted a lease of the lower part of the house, and wished to avoid the competition which would arise if they were known to be desirous of bidding for the property. The leading director of the company, one Lavery, arranged with Kirk, a builder, and Steel, a financial broker, that Steel should buy the property, and that after the premises had been rebuilt, a lease of the basement and ground floor should be granted to the Bodega Co. for ninety-nine years at a rent of £900 a year and a premium of £2,000. Kirk was to do the rebuilding, and the three co-adventurers were to divide the profits. The Bodega Co. were fully informed of these transactions, and the rebuilding plans were submitted to them, and they agreed to accept the lease. On 25th May, 1891, Steel bought the property, and gave a cheque for £1,100 deposit, but the three not being able to find the money, they induced the defendant, telling him the above facts, to find the money, which he did on condition that the premises, the contract for the purchase of which had been entered into by Steel, should be conveyed direct to him, the defendant, as security for the money which he was to find for the purchase, and it was agreed that the defendant should have a bonus of £1,000, and interest at 6 per cent. on all the money advanced by him. The defendant also, on the terms that he should be paid a bonus and interest, advanced the money to the builder, Kirk, for building the new premises. The property was conveyed to the defendant in June, 1891. On 11th May, 1892, in accordance with the arrangement to which he had agreed, the defendant granted such a lease as had been arranged to the Bodega Co. The lease did not contain any covenant by the company to obtain their intoxicating liquors from the lessor. In December, 1892, the freehold was sold for £14,575 to Brymer's trustees, and in pursuance of the sale was conveyed to them by the defendant, and they granted to Kirk a lease of the whole premises for ninety-nine years from 29th September, 1892, at a yearly rent of £550, subject to subsisting leases. Martin was then repaid by Kirk all the money that was due to him, and his connection with the property forthwith ceased. Kirk subsequently settled accounts with Lavery and Steel, retaining the head lease, subject to certain mortgages, as his share of the transaction. Kirk subsequently sold to Read, who now became the Bodega Co.'s landlord. Under the Finance (1909-10) Act, 1910, the duty payable in respect of the licensed premises was increased, and under the Finance Act, 1912, s. 2, the Bodega Co. became entitled to recover a portion of such increase from the grantor of their lease, and sued Read accordingly, but Warrington, J., and the Court of Appeal held that "the grantor" in that section referred to the original grantor, and not to an assignee, see *Bodega Co. v. Read* (59 SOLICITORS' JOURNAL, 58; 1914, 2 Ch. 283, 757). In those proceedings, although the facts were not all before the Court, Martin was spoken of and treated as "the grantor." Now the company brought their action against Martin. Martin contended that, though on the face of the lease he was the original grantor, he was in reality a mere mortgagee of the co-adventurers, and his execution of the lease was merely part of the machinery to give effect to the agreement to grant a lease come to between them and the company.

ASTBURY, J., after stating the facts, said: The Bodega Co. and Lavery were originally co-adventurers in a scheme to purchase and

rebuild the property, the terms being that the Bodega Co. were to have the agreed lease as their share of the adventure, and Lavery was to have the reversion and any profits he could make. Lavery was to purchase and rebuild according to agreed plans, and grant the lease when the building was completed. In order to carry out his share of this arrangement, Lavery was associated with Kirk and Steel on the terms of an equal division of profits to be got out of the reversion, and, at the date of Steel's contract to purchase, Lavery, Kirk and Steel became owners in equity of the property, subject to an obligation on their part to grant the lease to the Bodega Co., and an obligation on the part of the Bodega Co. to accept it. On the faith of these binding agreements Martin subsequently agreed to finance the three co-adventurers, and, notwithstanding the actual form of the documents, he was throughout, in substance, merely a mortgagee of the reversion, which was the only thing the three co-adventurers had to give him. Section 2 of the Finance Act, 1912, entitles the lessee of free licensed premises to recover from the grantor of the lease so much of the increase of duty as is "proportionate to any increased rent or premium payable in respect of the premises being let as licensed premises," and these words shew that the Legislature assumed that the grantor spoken of would be the person who at the date of the lease would be entitled to the increased rent or premium. In *Bodega Co. v. Read (supra)* it was held that the assignee of the reversion was not the grantor. That was the only point decided in that case. It is true that Martin was spoken of as the grantor, but the facts as to his actual position were not before the Court, and, in my judgment, the case cannot be treated as a decision on the present point. This section must be applied to the actual facts. Martin merely financed the equitable owners of the reversion, and obtained no benefit from the increased rent and premium, and it is now sought to make him liable for a large annual sum for the remaining seventy years of the lease under a statute passed twenty years after he ceased to have any interest in the property. An ordinary beneficial grantor would obtain the benefit of the increased rent on a sale, and might well have been intended by the Legislature to bear the burden; but there is nothing in the above case to suggest that this consideration ought to apply to a non-beneficial grantor. In my judgment, to hold Martin to be the grantor in this case would not only be a grave miscarriage of justice, but would lead to an absurdity and to repugnancy and inconsistency in the context of the section. It was obviously intended by the section to apportion a share of the burden of the increased duty on persons originally entitled to the benefit of the increase of rent due to the licence, and it would be absurd to hold that a person who had always been a stranger to the benefit was to bear a portion of the burden. A person who, in the position of Martin, merely executed by way of machinery a lease giving effect to a contract to grant, and entered into by, and binding upon, the true owners of the property, prior to his mortgage, and on the faith of which contract being performed he lent his money, is not, in my judgment, the grantor of the lease within the true meaning of the section. The action must therefore be dismissed with costs.—COUNSEL, *The Hon. Frank Russell, K.C.*, and *Harold Burrows; Gordon Hewart, K.C.*, and *R. Roope Rees*. SOLICITORS, *Treherne, Higgins, & Co.; King, Adams, & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

## New Orders, &c.

### New Statutes.

On 15th July the Royal Assent was given to the following Act:—  
The National Registration Act, 1915.  
And to several local Acts.

### War Orders and Proclamations, &c.

The *London Gazette* of 16th July contains the following:—

1. The Proclamation, dated 13th July, applying Part I. of the Munitions of War Act, 1915, to the difference in the South Wales coal-mining industry, which was contained in the Supplement to the *London Gazette* of 13th July. This we printed last week (*ante*, p. 632).

2. Notice to Mariners, dated 14th July, relating to the English Channel, North Sea, and Rivers Thames and Medway.

The *London Gazette* of 20th July contains the following:—

3. An Order in Council dated 19th July, under the Customs (Exportation Prohibition) Act, 1914. The operative part is printed below. The effect is to add Italy to the list of exempted countries.

4. An Order, dated 15th July, of the Central Control Board (Liquor Traffic) for the area of Newhaven, made under the Defence of the Realm Acts and Regulations. See under "Current Topics."

5. A Notice to Mariners, dated 15th July, relating to Scotland, West Coast.

### ORDER IN COUNCIL.

#### Prohibition of Exports.

The exportation of the goods which, in virtue of the Proclamation of

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ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET.

3rd February and subsequent amending Orders of Council, are at present prohibited to be exported to all foreign ports in Europe and on the Mediterranean and Black Seas, other than those of France, Russia (except Baltic ports), Spain and Portugal, shall be prohibited to all foreign ports in Europe and on the Mediterranean and Black Seas, other than those of France, Italy, Russia (except Baltic ports), Spain and Portugal.

### Licences to Trade.

The following statement is made by the War Trade Department in regard to the granting of licences to trade:—

All applications for licences, of which a very large number, about 2,000, are received each day, are registered and then sent to the Trade Clearing House. The Trade Clearing House has collected and collated a huge mass of information about trading firms, especially in neutral countries. This House reports as to whether there is anything against either the consignor or consignee, and no application is considered without reference to this information. Many of the applications go next to a Government Department, e.g., the War Office, the Admiralty, the Board of Trade, the Board of Agriculture, the Ministry of Munitions, and are then referred to a special sub-committee when such a sub-committee exists. No licence is granted in these cases without a recommendation from the Department or sub-committee concerned, and no licence is ever granted against a recommendation to the contrary from those quarters.

The work of the War Trade Department is thus carried out with exact and scrupulous care. All possible dispatch is exercised, but a careful investigation of an application for a licence is not always compatible with great speed. Mistakes no doubt do occur, but it is claimed that they are few in number and that every possible care is taken to prevent them. The strictest oversight and supervision are exercised.

### Munitions Tribunals.

The following official statements were issued on 17th July by the Ministry of Munitions:—

Under the Munitions of War Act, 1915, the Minister of Munitions has appointed General Munitions Tribunals, which will sit at Barrow and Newcastle-upon-Tyne respectively early next week. The chairman of the tribunal to sit at Newcastle will be William Henry Stoker, Esq., K.C., and the chairman of the tribunal to sit at Barrow will be Arthur Jacob Ashton, Esq., K.C.

The Minister of Munitions has appointed the following gentleman to be clerk to the General Munitions Tribunal appointed by him to sit at Barrow-in-Furness:—Seymour Edward Major, Esq., 5, Lawson-street, Barrow, to whom all communications relating to cases under the Munitions of War Act, 1915, in that district should be addressed.

### Rules of the Supreme Court, June, 1915.

The following draft rules have been substituted for those printed *ante*, p. 616:—

#### ORDER XVI., RULE 31D.

1. Order XVI., Rule 31d, shall be read as if the following words were added thereto:—

Any party to proceedings in a Court other than the High Court from which an appeal lies direct to the Court of Appeal who desires to be so admitted shall make an application for that purpose under these rules.

In the case of an appeal from the Court of Chancery of the County Palatine of Lancaster or from the Court of Chancery of the County Palatine of Durham and Sadberge the application shall be made to the Prescribed Officer in the Chancery Division.

In all other cases of appeal from such Courts the application shall be made to the Prescribed Officer on the Crown Side.

The said application shall be referred and decided in the same manner as an application in an appeal from the High Court.

#### ORDER XIX., RULE 9.

2. Order XIX., Rule 9, shall be read as if the following words were added thereto:—

Unless otherwise ordered by the Court or a Judge in a proceeding under the rules relating to Poor Persons.

#### ORDER XXII., RULE 17.

3. Order XXII., Rule 17, shall be read as if there were included therein:—

War Loan 4½ per cent. inscribed stock 1925-45.

(This Rule is declared urgent.)

The 28th day of June, 1915.

### Rules of the Supreme Court.

Paragraph 1 of Rule 4 of Order LXIII. of the Rules of the Supreme Court, 1883, is hereby repealed, and the following paragraph shall stand in lieu thereof, viz.:—

1. Any party to any cause or matter in the King's Bench Division may



at any time after 26th July, 1915, apply by summons to one of the Vacation Judges for the Long Vacation of 1915, or in the absence of both such judges from London to the Judge in Chambers, for the trial or hearing of any such cause or matter during the said Long Vacation, and such judge may make an order for the trial or hearing of such cause or matter during the said Long Vacation accordingly, and fix the date of trial. Provided that no such order shall be made (a) unless the judge is satisfied that there is urgent need for the trial or hearing of the cause or matter during the said Long Vacation; or (b) if the trial is to be before a judge and jury.

Dated 21st July, 1915.

It is certified that on account of urgency this Rule shall come into immediate operation.

### The Winter Assizes.

Orders in Council have been made uniting counties for the next Winter Assizes as follows:—

#### WINTER ASSIZE.

- County No. 1.—Cumberland and Westmorland, at Carlisle.  
County No. 2.—Leicester and Rutland, at Leicester.  
County No. 3.—Huntingdon and Cambridge, at Shire Hall, Chesterton.  
County No. 4.—Montgomery, Merioneth, Denbigh, and Flint, at Ruthin.  
County No. 5.—Carmarvon and Anglesea, at Carmarvon.  
County No. 6.—Carmarthen (County and Borough), Pembroke, Haverfordwest, and Cardigan, at Carmarthen.  
County No. 7.—Brecknock and Radnor, at Brecon.  
The Orders are printed in the *London Gazette* of 16th July.

The following are further Emergency Statutes (5 & 6 Geo. V.):—

### Ministry of Munitions Act, 1915.

#### CHAPTER 51.

An Act for establishing, in connection with the present War, a Ministry of Munitions of War, and for purposes incidental thereto.

[9th June, 1915.]

Be it enacted, &c.:

1. *Establishment of Ministry of Munitions.*—(1) For the purpose of supplying munitions for the present war, it shall be lawful for His Majesty to appoint a Minister of Munitions who shall hold office during His Majesty's pleasure.

(2) The Minister of Munitions may appoint such secretaries, officers, and servants as the Minister may determine.

2. *Powers of Minister.*—(1) The Minister of Munitions shall have such administrative powers and duties in relation to the supply of munitions for the present war as may be conferred on him by His Majesty in Council, and His Majesty may also, if he considers it expedient that, in connection with the supply of munitions, any powers or duties of a Government Department or authority, whether conferred by statute or otherwise, should be transferred to, or exercised or performed concurrently by, the Minister of Munitions, by Order in Council make the necessary provision for the purpose, and any Order made in pursuance of this section may include any supplemental provisions which appear necessary for the purpose of giving full effect to the Order.

(2) Any Order in Council made under this section may be varied or revoked by a subsequent Order in Council.

3. *Remuneration and expenses.*—(1) There shall be paid out of money provided by Parliament to the Minister of Munitions an annual salary not exceeding five thousand pounds, and to the secretaries, officers, and servants of the Ministry such salaries or remuneration as the Treasury may from time to time determine.

(2) The expenses of the Ministry of Munitions to such amount as may be sanctioned by the Treasury shall be paid out of money provided by Parliament.

4. *Seal, style, and acts of Minister.*—(1) The Minister of Munitions may adopt an official seal and describe himself generally by the style and title of the Minister of Munitions, and the seal of the Minister shall be officially and judicially noticed and shall be authenticated by the signature of the Minister or of a secretary or some person authorised by the Minister to act in that behalf.

(2) Every document purporting to be an Order or other instrument issued by the Minister of Munitions and to be sealed with the seal of the Minister authenticated in manner provided by this section or to be signed by the secretary or any person authorised as aforesaid shall be received in evidence and be deemed to be such Order or instrument without further proof, unless the contrary is shown.

(3) A certificate signed by the Minister of Munitions that any Order or other instrument purporting to be made or issued by him is so made or issued shall be conclusive evidence of the fact so certified.

(4) Where in connection with the undertaking of any duties or powers by the Minister of Munitions it appears to the Minister of Munitions and the department or authority concerned that in any notice, order, contract, or other document the name of the Minister of Munitions should be substituted for the name of any department or authority, or that the

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W. P. PHELPS, *Actuary and Secretary.*

name of any officer of the Ministry of Munitions should be substituted for the name of any officer of any such department or authority, the Minister of Munitions may order that the substitution shall take effect, subject to any limitations contained in the order, and, where such an order is made, the notice, order, contract, or document shall have effect in accordance with the order.

5. *Ability of Minister and Secretaries to sit in Parliament.*—(1) The office of Minister of Munitions or of Secretary in the Ministry of Munitions shall not render the holder thereof incapable of being elected to or sitting or voting as a member of the Commons House of Parliament, but not more than two such Secretaries shall sit as members of that House at the same time.

(2) The Minister of Munitions shall take the oath of allegiance and official oath, and shall be deemed to be included in the First Part of the Schedule to the Promissory Oaths Act, 1868 [31 & 32 Vict. c. 72].

6. *Cessation of Ministry after the close of the war.*—The office of Minister of Munitions and the Ministry of Munitions shall cease to exist on the termination of a period of twelve months after the conclusion of the present war or such earlier date as may be fixed by His Majesty in Council, and then any appointments made under the powers conferred by this Act shall be determined, and any powers or duties which have been transferred to the Minister of Munitions under this Act shall, without prejudice to any action taken in pursuance of those powers or duties, revert to the Department or Authority from which they were transferred.

7. *Short title and interpretation.*—(1) In this Act the expression "munitions of war" and the expression "munitions" mean anything required to be provided for war purposes, and include arms, ammunition, warlike stores or material, and anything required for equipment or transport purposes or for or in connection with the production of munitions.

(2) This Act may be cited as the Ministry of Munitions Act, 1915.

#### \* CHAPTER 55.

### War Loan Act, 1915.

An Act to make further provision for raising Money for the present War, and for purposes incidental thereto. [2nd July, 1915.]

Be it enacted, &c.:

1. *Issue of new war loan.*—(1) Any money required for the raising of any supply granted to His Majesty for the service of the year ending the thirty-first day of March, nineteen hundred and sixteen, and, in addition, of a sum not exceeding two hundred and fifty million pounds, or for the raising of any sums required for cancelling securities or Treasury bills under the powers of this Act, may be raised in such manner as the Treasury think fit, and for that purpose they may create and issue any securities by means of which any public loan has been raised or may be raised, or such other securities bearing such rate of interest and subject to such conditions as to repayment, redemption, or otherwise, as they think fit.

(2) Subsections (2) and (3) of section one of the War Loan Act, 1914 [4 & 5 Geo. 5 c. 60], and subsections (2) and (3) of section fourteen of the Finance Act, 1914 (Session 2) [5 & 6 Geo. 5, c. 7], shall apply to any sums or loan raised or any stock issued under this Act as they apply to sums or loans raised or stock issued under the War Loan Act, 1914.

(3) The Treasury may, in connection with any issue of securities for the purposes of this Act, arrange for giving an option (subject to such conditions and on such terms as the Treasury determine, and with or without payment of any further consideration) to any holders of consolidated two-and-a-half per cent. annuities, or two-and-three-quarters per cent. annuities, or two-and-a-half per cent. annuities, or three-and-a-half per cent. war stock and war bonds issued under the War Loan Act, 1914, to take new securities in lieu of those annuities, stock, or bonds, and may create securities for the purpose, and any securities surrendered for the purpose of exchange shall be cancelled.

Any sums received in pursuance of any option given under this provision shall be paid into the Exchequer.

The principal and interest of any securities issued for the purpose of any exchange under this provision, and any expenses incurred in connection with that exchange and the issue of securities for the purpose thereof, shall be charged on the Consolidated Fund of the United Kingdom or the growing produce thereof.

(4) The Treasury may make rules for carrying into effect the provisions of this Act as to the exchange of securities, and may by those rules provide, with the necessary modifications, for the matters for which provision could be made under section twenty-nine of the National Debt (Conversion) Act, 1888 [51 & 52 Vict. c. 2], and may also by those rules apply, with such modifications as may be necessary, any of the provisions of Part IV. of that Act (whether repealed or not) which they think it expedient to apply.

(5) The Treasury may, as and when they think fit, cancel any securities issued under the War Loan Act, 1914, or any Treasury bills which may be surrendered in pursuance of any arrangement made with the Treasury for the purpose, and may issue from the Consolidated Fund or the growing produce thereof any money required for the purpose of carrying out the arrangement.

(6) There shall be paid to the Banks of England and Ireland, respectively, out of the Consolidated Fund or the growing produce thereof for the management in every financial year of any securities issued under the War Loan Act, 1914, and under this Act, such sums as may be agreed upon between the Treasury and those Banks respectively.

2. *Short title.*—This Act may be cited as the War Loan Act, 1915, and the War Loan Act, 1914, and this Act may be cited together as the War Loan Acts, 1914 and 1915.

#### CHAPTER 56.

### War Loan (Trustees) Act, 1915.

An Act to enable Trustees to borrow money for the purpose of exercising any Option to convert Securities given under the War Loan Act, 1915, to Holders of that Loan, and to indemnify Trustees for any Loss in respect of any such borrowing, or any transaction in relation to the Loan, and to authorize the investment of moneys subject to any trust in any Securities created under that Act.

[2nd July, 1915.

Be it enacted, &c. :—

1. *Power to borrow for the purpose of obtaining under the War Loan Act, 1915, conversion of securities.*—Any trustees who are holders of consolidated two-and-a-half per cent. annuities, two-and-three-quarters per cent. annuities, or two-and-a-half per cent. annuities, or three-and-a-half per cent. war stock or war bonds issued under the War Loan Act, 1914 [4 & 5 Geo. 5, c. 60] (in this Act referred to as convertible securities), may borrow as provided by this Act such sums as may be requisite for the purpose of subscribing for such an amount of the loan issued under the War Loan Act, 1915 [5 & 6 Geo. 5, c. 55], as will enable them to obtain securities issued under that Act in exchange for all or any of the convertible securities held by them and for paying the expenses of such borrowing; and any money so borrowed shall be applied in subscriptions to the loan under the War Loan Act, 1915, and in payment of such expenses.

Any such sums may be borrowed on the security of the convertible securities held by the trustees and the securities obtained by them by means of subscription to the loan under the War Loan Act, 1915.

2. *Investment of sums in court.*—It is hereby declared that any sum paid into any court, or otherwise under the control of any court, may, without prejudice to any other mode of investment, be invested in securities created under the War Loan Act, 1915; and any sums paid into court, or otherwise under the control of the court, before the passing of this Act may, in pursuance of any order of the court, or in accordance with rules of court, be realized and re-invested in those securities.

3. *Indemnity.* A trustee shall not be liable for any loss resulting from any borrowing under this Act, or from any subscription to or investment in the loan under the War Loan Act, 1915, or the sale of any securities for the purpose of any such subscription or investment, or from the exercising of any option to convert securities under that Act; and trustees and other persons acting in a fiduciary character are hereby expressly authorized to exercise such powers of borrowing, subscription, investment, or conversion.

4. *Application and short title.*—(1) This Act shall apply to any officer or department who holds funds on account of or for the benefit of any persons or class of persons as part of, or in consequence of, the duties of the department or office, but shall not apply to any trustee under an implied or constructive trust.

(2) This Act may be cited as the War Loan (Trustees) Act, 1915.

#### CHAPTER 57.

### Prize Courts Act 1915.

An Act to amend the Enactments relating to Prize Courts.

[2nd July, 1915.

Be it enacted, &c. :—

1. *Power to transfer proceedings from one prize court to another.*—(1) Where proceedings are pending in any prize court against any ship

or cargo, the court may at any stage of the proceedings, on application being made by the proper officer of the Crown, and upon being satisfied that the proceedings, or the proceedings so far as they relate to the cargo or any part thereof, would be more conveniently conducted in any other prize court, make an order remitting the proceedings, or the proceedings so far as they relate to the cargo or to any part of the cargo, to such other prize court.

(2) Where any proceedings have been remitted to another prize court that other court shall have the same jurisdiction to deal with the matter as if the subject-matter of those proceedings had originally been seized within its jurisdiction or been brought within its jurisdiction after capture, and any order or other steps made or taken in those proceedings before the order of remission shall be deemed to have been made or taken by or in that court.

2. *Power to make orders enforceable by other prize courts.* A prize court may, as respects any cause or matter within its jurisdiction, and on the application of the proper officer of the Crown, declare that any order or decree made by it, whether before or after the commencement of this Act, is enforceable within the jurisdiction of another prize court, and shall, on the like application, have power to enforce any decree or order which another prize court has declared to be enforceable within the jurisdiction of such first-mentioned court.

3. *Supplemental powers of prize courts.*—(1) Where a prize court under this Act orders the remission of any proceedings, or declares that any order or decree is enforceable by another prize court, the first-mentioned court may order the subject-matter of the proceedings, or of the order or decree, to be removed, in such manner and subject to such conditions as the court thinks fit, into the jurisdiction of the other court, and, where any such order of removal is made, either court may direct that any expenses incurred in the removal shall be borne by the cargo or any part of the cargo or the ship in such manner as the court thinks proper.

(2) For the purpose of the voyage of a ship from the jurisdiction of one court to that of another under such an order of removal, the ship, if not a British ship, shall be treated as if it were a British ship registered in the United Kingdom.

(3) The power of His Majesty in Council to make rules for regulating the procedure and practice of prize courts shall extend to making rules for carrying this Act into effect.

(4) The powers conferred by this Act are without prejudice to any other powers which the High Court in England may possess for the like purposes independently of this Act, and to the obligation imposed on prize courts by section nine of the Naval Prize Act, 1864 [27 & 28 Vict., c. 25].

4. *Salaries and remuneration of judges and officers of prize courts.*—(1) The power conferred by section ten of the Naval Prize Act, 1864, to grant salaries in lieu of fees to judges of prize courts shall be extended so as also to confer a power of granting a remuneration by way of a lump sum, and, as so extended, shall, notwithstanding anything in any other enactment, apply also to officers of prize courts or performing duties in connection with matters of prize :

Provided that the powers under that section or this section shall not be exercised as respects any prize court in India except on the application of the Governor-General of India in Council, or as respects any prize court in the Dominion of Canada, the Commonwealth of Australia, the Dominion of New Zealand, the Union of South Africa, or Newfoundland, except on the application of the Governor-General or of the Governor in Council, as the case may be.

(2) This section shall be deemed to have had effect since the commencement of the present war.

5. *Short title and construction.*—This Act may be cited as the Prize Courts Act, 1915, and shall be construed as one with the Naval Prize Act, 1864; and the Naval Prize Acts, 1864 to 1914, and the Prize Courts (Egypt, Zanzibar, and Cyprus) Act, 1914 [4 & 5 Geo. 5, c. 79], and this Act may be cited together as the Naval Prize Acts, 1864 to 1915.

## Societies.

### The Inner Temple.

The Inner Temple library will be closed from 2nd August to 14th August, both days inclusive. During that period members will have, by courtesy of the Masters of the Bench of the Middle Temple, the privilege of using the library of that Inn.

### The Law Society.

#### BELGIAN LAWYERS' RELIEF FUND.

This fund has been formed with the approval of His Excellency the Belgian Minister and in consultation with the War Refugees' Committee, and has the support of the Lord Chancellor, the Lord Chief Justice of England, the Master of the Rolls, and the Lord Justice Phillimore, and also of the Bar Council, the Law Society, the Scriveners' Company, the Society of Public Notaries of London, and the Incorporated Society of Provincial Notaries of England and Wales. The object of the fund is to provide for the financial need existing amongst Belgian Lawyers now refugees in this country.



Amount already acknowledged ...1,799 13 6

### THIRD LIST OF DONATIONS.

|   | £   | s. | d. |
|---|-----|----|----|
| The Worshipful Company of Scriveners    | 105 | 0  | 0  |
| The Rt. Hon. Lord Justice Pickford      | 25  | 0  | 0  |
| Messrs. Bircham & Co.                   | 21  | 0  | 0  |
| Kenworthy Brown, Esq.                   | 10  | 10 | 0  |
| T. S. Curtis, Esq.                      | 10  | 10 | 0  |
| Messrs. Ashurst, Morris, Crisp & Co.    | 10  | 10 | 0  |
| H. S. P. Maitland, Esq.                 | 10  | 0  | 0  |
| Messrs. Holden, Son & Hodgson           | 5   | 5  | 0  |
| A. St. John Clerke, Esq.                | 5   | 5  | 0  |
| Messrs. Keen, Marsland, Bryden & Besant | 5   | 5  | 0  |
| W. C. Thorne, Esq.                      | 5   | 5  | 0  |
| Chas. Gardon, Esq.                      | 5   | 5  | 0  |
| H. Geoffrey Elwes, Esq.                 | 5   | 5  | 0  |
| The Rt. Hon. Lord Justice Warrington    | 5   | 0  | 0  |

|                                    | £ | s. | d. |
|------------------------------------|---|----|----|
| Ernest Humbert, Esq.               | 3 | 3  | 0  |
| J. P. Muspratt, Esq.               | 3 | 3  | 0  |
| Russell Jolly, Esq.                | 2 | 2  | 0  |
| J. Lister Godlee, Esq.             | 2 | 2  | 0  |
| H. Newnham Davis, Esq.             | 2 | 2  | 0  |
| Messrs. Holloway, Blount & Co.     | 2 | 2  | 0  |
| J. Willis Mills, Esq.              | 2 | 2  | 0  |
| E. T. M. Dennes, Esq.              | 2 | 2  | 0  |
| A. W. Kerly, Esq.                  | 2 | 2  | 0  |
| J. W. Broughton, Esq.              | 2 | 2  | 0  |
| E. D. L. Wilmot, Esq.              | 2 | 2  | 0  |
| Messrs. Wansey, Stammers & Co.     | 2 | 2  | 0  |
| C. C. Scott, Esq., K.C.            | 2 | 2  | 0  |
| J. V. Vesey Fitzgerald, Esq., K.C. | 2 | 0  | 0  |
| J. A. Cowland, Esq.                | 1 | 11 | 6  |
| Messrs. J. & L. Clark              | 1 | 1  | 0  |
| Messrs. A. H. & A. Ruston          | 1 | 1  | 0  |
| G. H. Radford, Esq., M.P.          | 1 | 1  | 0  |
| Godfrey Boulton, Esq.              | 1 | 1  | 0  |
| Dr. E. E. Blyth                    | 1 | 1  | 0  |

|                            | £ | s. | d. |
|----------------------------|---|----|----|
| Hy. Peter Venn, Esq.       | 1 | 1  | 0  |
| Sir C. Fortescue Brickdale | 1 | 1  | 0  |
| Francis H. Day, Esq.       | 1 | 1  | 0  |
| W. F. Pridaux, Esq.        | 1 | 1  | 0  |
| S. S. Hyam, Esq.           | 1 | 1  | 0  |
| Edward W. Bone, Esq.       | 1 | 1  | 0  |
| T. Wolferstan, Esq.        | 1 | 1  | 0  |
| Lord Ilkeston              | 1 | 1  | 0  |
| G. N. Marcy, Esq.          | 1 | 1  | 0  |
| W. Douglas Edwards, Esq.   | 1 | 1  | 0  |
| W. Bradley Trimmer, Esq.   | 1 | 1  | 0  |
| A. E. G. Pritchard, Esq.   | 1 | 1  | 0  |
| J. Waterworth, Esq.        | 1 | 1  | 0  |
| Percy J. Spalding, Esq.    | 1 | 1  | 0  |
| E. H. Lefroy, Esq.         | 1 | 1  | 0  |
| Harvey Clifton, Esq.       | 0 | 10 | 6  |
| A. C. Margetts, Esq.       | 0 | 10 | 6  |
| John Owen, Esq.            | 0 | 10 | 0  |
| A. G. Boulton, Esq.        | 0 | 10 | 0  |
| Mrs. Sydney M. Woodrow     | 0 | 5  | 0  |
| L. Kenrick, Esq.           | 0 | 2  | 6  |

Further subscriptions, which are urgently required, may be sent by cheque, crossed "The Belgian Lawyers' Relief Fund," to Mr. E. R. Cook, Secretary, Law Society, Chancery Lane, W.C., by whom they will be acknowledged.

## Law Officers' Salaries.

In the House of Commons on Wednesday, says the *Times*, on the report of the Vote to complete the sum of £89,754 for the salaries of the law officers' department and other law charges, Mr. Pringle objected to the present mixed method of paying the law officers of the Crown partly by fixed salary and partly by fee, on the ground that it was extravagant. Their combined remuneration in the year 1914 amounted to £37,425. He urged a reversion to the practice of paying a fixed salary of £10,000 to the Attorney-General and £9,000 to the Solicitor-General. Sir A. Markham said the present Home Secretary received last year as a law officer over £21,000 in salary and fees. It was far from his mind to make an attack upon either the past or the present law officers, but he thought that when the Government made an appeal to the country to economize the first example should be set by Ministers themselves. It was pointed out by Mr. Hogge that the amount drawn last year by the two law officers was the price of seven Prime Ministers at the salary of £5,000 a year. In further debate complaint was made of the absence of Ministers, only the Solicitor-General being present. Later on Mr. Montagu came in, but as there was no reply from the front bench Sir H. Dalziel interposed to say that while the Cabinet of a Coalition Government might do many strong things, there was one thing they could not do, and that was to treat with contempt the House of Commons as the representative organ of the nation.

The Solicitor-General, who was received with general cheers, then said the system of remunerating the law officers raised two questions—its merits in time of peace and the propriety of making some temporary rearrangement on account of the present financial stress. When he was invited to accept the position he now held he confessed he was not so disinterested as not to inquire what the fees and the salary would amount to, but certainly no such figure as had been mentioned had been dangled before his eyes. Whatever system they adopted must be one which made it quite certain that the very best legal ability would be available for the service of the nation. So long as the House satisfied itself on that point he held that it was at liberty to make any arrangement that commended itself. But it must be remembered that the best lawyers practising at the Bar could make from £15,000 to £20,000, and they must not adopt a system which would have the effect of making it not worth while the best men ceasing to practise at the Bar. If the House took the view that, having regard to the circumstances of the war and the necessity for economy, this was a time in which these large payments should not be made there would, as far as the present holders of the office were concerned, be a complete readiness to accept any decision that was taken by the Government or the House.

## Law Students' Journal.

### The Law Society.

#### HONOURS EXAMINATION.—JUNE, 1915.

The names of the solicitors to whom the candidates served under articles of clerkship follow the names of the candidates.

At the Examination for Honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:—

#### FIRST CLASS (in Order of Merit).

MAN KAM LO (Mr. Robert Singleton Garnett, of the firm of Messrs Darley, Cumberland & Co., of London).

FRED GREENWOOD HOWARTH (Mr. John Horace Stott, of Rochdale)

#### SECOND CLASS.

JOHN ANNESLEY PAYNE (Mr. Henry Lattey, of the firm of Messrs. Latteys & Hart, of London).

GEORGE RODERICK WEBB (Mr. Frederick Huntley, of the firm of Messrs. Huntley & Son, of London).

#### THIRD CLASS.

EDWARD NORMAN GWYNN ARKELL (Mr. Thomas Norman Arkell, of Thornbury; Mr. James Lungley, of Oxford, and Messrs. Rider, Heaton, Meredith & Mills, of London).

LYNDHURST GEORGE GROVES, LL.B. (London) (Mr. John Cromwell Cosens Prior, of Southsea).

NORMAN SPOTTISWOODE ROBSON (Mr. John Harold Youll, of the firm of Messrs. Chartres & Youll, of Newcastle-upon-Tyne, and Messrs. King, Wigg & Brightman, of London).

WILLIAM ALLAN SCOTT (Mr. John Crosby Warren, of the firm of Messrs. Warren & Allen, of Nottingham, and Messrs. Field, Roscoe & Co., of London).

The Council of the Law Society have awarded the following prizes of books:—

To Mr. Lo, the Daniel Reardon Prize, value about £22, and the Clement's Inn Prize, value about £9.

To Mr. Howarth, the Clifford's Inn Prize, value £5 5s.

To Mr. Webb, the John Mackrell Prize, value about £8.

The Council have given Class Certificates to the above candidates.

Fifty-three candidates gave notice for the Examination.

By Order of the Council,

E. R. COOK, Secretary

Law Society's Hall, Chancery-lane, London, W.C.

16th July, 1915.

## Obituary.

### Mr. Edward Geoffrey Chubb.

We regret to see the announcement that Captain Edward Geoffrey Chubb, 6th Royal West Surrey Regiment, was killed in France on 17th July. Captain Chubb, who was forty-six years old, was the fifth son of the late Mr. John Chubb, and half-brother of Sir George Hayter Chubb. He was educated at The Leys School, and at King's College, Cambridge, and took the degrees of LL.M. and B.A. At different times he was captain and president of the Old Leysian Football Club. He was admitted as a solicitor in 1895, and practised in the City of London. In 1892 he married Miss Bealey. His eldest son Francis, a lieutenant in the Yorkshire Light Infantry, was killed in the first great fight round Hill 60. His second son is a sub-lieutenant in the Royal Navy, and his third son is a second lieutenant in the Yorkshire Light Infantry.

## Legal News.

### Changes in Partnerships.

#### Dissolutions.

ANTHONY BUCK CREEKE, HERBERT BUCK CREEKE, and WILKINSON PARKER, solicitors (Creeke, Son, & Parker), Burnley, in the county of Lancaster. June 30.

ERNEST WARD and THOMAS DAVIS, solicitors (Reece, Ward, & Davis), 20A, Temple-street, Birmingham, in the county of Warwick. June 1. The said Thomas Davis will continue to practise at the same address as Reece & Davis. [Gazette, July 20.]

## General.

It is stated that the judicial body appointed to decide claims of enemy aliens to be exempted from deportation or internment hope to bring their work to an end this week. For several weeks they have been hard at work in a small chamber off Westminster Hall. They have now dealt with nearly 11,000 cases. Quite 75 per cent. of the claims have been disallowed.

In the House of Commons on Wednesday, Lord R. Cecil, replying to Commander Bellairs, said his attention had been called to the repeated attacks without warning by German submarines on our merchant ships trading to American ports. The United States Government had issued certain rules which permitted of defensively armed merchant ships trading to United States ports. The rules required an independent official investigation in each case and indicated the nature of the evidence which must be produced in order to establish the fact that the armament was solely for defence and would not be used offensively.

At the Central Criminal Court on Tuesday, says the *Times*, before the Recorder, William Rolent Hatton, forty-six, clerk, pleaded "Guilty" to an indictment charging him with forging a seal of the Supreme Court of Judicature. Mr. Bodkin, who prosecuted on the part of the Director of Public Prosecutions, in stating the facts, said that the prisoner had been a clerk in the employment of a firm of solicitors. He had transferred seals from genuine documents to documents he had himself prepared, and pocketed the fees. When arrested he said there were about eight cases; but Mr. Bodkin said there were many more. The Recorder passed sentence of fifteen months' imprisonment, with hard labour.

At a meeting of the Executive Committee of the Navy League, held on Wednesday, the following resolution, proposed by Colonel W. W. Ashley, M.P., and seconded by Mr. Arnold White, was carried unanimously:—"The Executive Committee of the Navy League has given careful consideration for several months to the question of cotton being treated as unconditional contraband of war, and, while fully alive to the peculiar difficulties involved, now feels that in the exigencies of the country's peril no further time should be lost in declaring this article unconditional contraband, and thus definitely establishing, for the satisfaction of the Allies and the sister nations of the Empire, the fact that the British Government will prevent by all the means at their disposal the delivery of cotton to the enemy."

In the House of Commons, on the 19th inst., Lord R. Cecil, answering Sir H. Dalziel, said the Netherlands Oversea Trust dealt with all cotton imported, and not only with cotton re-exported from the United Kingdom. The number of vessels, with cargoes wholly or partly composed of cotton, which had, since 11th March, 1915, been diverted to United Kingdom ports was forty-nine, and to other British ports eleven. Payments, amounting in all to nearly £700,000, had been made in respect of twenty-five shipments purchased in pursuance of an arrangement made with representatives of the American cotton shippers. The Attorney-General, replying to Sir H. Dalziel, said no cases of cargoes of cotton diverted into British ports under the Order in Council of 11th March had as yet been adjudicated upon in the Prize Court. Writs had been issued in some cases.

In the House of Commons on Wednesday, Sir W. Byles asked whether the Prime Minister would take an opportunity before the House separated to restate with more definiteness the essential objects for which the nation was pouring out its blood and treasure, in the hope that some intervention of peaceful influences might lead to the attainment of these objects by other means than the continuance of warfare. Mr. Asquith: I stated these objects with such definiteness as I am capable of in my speeches at the beginning of the war, and in particular in my speech at the Guildhall on 9th November. Mr. Snowden asked whether the right hon. gentleman was aware that there was in Germany already a large and growing peace movement among the Social Democrats. Would he keep his eye on this and take advantage of any movement for bringing the war to an early and satisfactory conclusion. Mr. Asquith: I have nothing to add, with regard to our objects, to the statements I have already made.

The public are cautioned to be sure of obtaining the genuine "Oxford" Sectional Bookcase, as exhibited at "Ideal Homes" and other exhibitions, particulars of which may be obtained free from the sole inventors and manufacturers, William Baker & Co., Oxford. Avoid imitations, which, although similar in name and general appearance, are quite differently constructed, of inferior finish, and more expensive. The "Oxford" is only genuine when connected with the name of WILLIAM BAKER & Co.—(Advt.)

## The Property Mart.

## Forthcoming Auction Sales.

July 26.—Messrs. REYNOLDS & BARN, at the Mart, at 2: Freehold Business Premises (see advertisement, back page, July 10).

July 27.—Messrs. HAMPTON & SONS, at the Mart: Freehold Residence (see advertisement, back page, July 10).

## Result of Sale.

## REVERSIONS, TITHE RENT CHARGES, STOCKS AND SHARES.

Messrs. H. E. FOSTER & CRAWFIELD held their usual fortnightly sale (No. 1,021) of the above interests at the Mart, E.C., on Thursday last, when the following lots were sold at the prices named:—

|  |      |           |
|--|------|-----------|
| ABSOLUTE REVERSION to £1500 .. .. .                        | Sold | £740      |
| TITHE RENT CHARGES, £06 12s. 1d. .. .. .                   | "    | £600      |
| £310 A STOCK ILFORD GAS CO. .. .. .                        | "    | £410 15s. |
| £100 C STOCK DITTO .. .. .                                 | "    | £132 10s. |
| £180 A STOCK BRIGHTON AND HOVE GENERAL GAS CO. .. .. .     | "    | £244 10s. |
| 80 SHARES £1 EACH CIVIL SERVICE SUPPLY ASSOCIATION .. .. . | "    | £190      |

## Court Papers.

## Supreme Court of Judicature.

## ROTA OF REGISTRARS IN ATTENDANCE ON

| Date.           | EMERGENCY ROTA.    | APPEAL COURT No. 1.  | Mr. Justice JONES.   | Mr. Justice NEVILLE. |
|-----------------|--------------------|----------------------|----------------------|----------------------|
| Monday, July 26 | Mr. Syngo          | Mr. Goldschmidt      | Mr. Church           | Mr. Jolly            |
| Tuesday .....   | Church             | Borror               | Farmer               | Greswell             |
| Wednesday ..... | Farmer             | Leach                | Goldschmidt          | Borror               |
| Thursday .....  | Bloxam             | Church               | Leach                | Syngo                |
| Friday .....    | Greswell           | Syngo                | Borror               | Farmer               |
| Saturday .....  | Jolly              | Farmer               | Greswell             | Bloxam               |
| Date.           | Mr. Justice EVELL. | Mr. Justice SARGANT. | Mr. Justice ASTBURY. | Mr. Justice YOUNGER. |
| Monday, July 26 | Mr. Leach          | Mr. Borror           | Mr. Bloxam           | Mr. Farmer           |
| Tuesday .....   | Goldschmidt        | Leach                | Jolly                | Syngo                |
| Wednesday ..... | Church             | Greswell             | Syngo                | Bloxam               |
| Thursday .....  | Greswell           | Jolly                | Farmer               | Goldschmidt          |
| Friday .....    | Borror             | Bloxam               | Church               | Leach                |
| Saturday .....  |                    | Syngo                | Goldschmidt          | Church               |

The Long Vacation will commence on Monday, 2nd August, 1915, and terminate on Monday, 11th October, 1915, inclusive.

## Winding-up Notices.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

London Gazette.—FRIDAY, July 15.

BEDDARD MOTOR CO. LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug 12, to send in their names and addresses, and particulars of their debts or claims, to Frederick Westcott and Reginald George Fye, 15, Eastcheap, Liquidators.

GRIFFITHS & CO. (MONTREAL) LTD. (IN LIQUIDATION).—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to F. D. Leake, 25, Abchurch Ln, Liquidator.

KING (SOUTH SHIELDS), LTD.—Creditors are required, on or before Aug 3, to send their names and addresses, and the particulars of their debts or claims, to Thomas Wallace, 45, Mosley st, Newcastle upon Tyne, Liquidator.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

London Gazette.—TUESDAY, July 20.

AMIC MANUFACTURING CO. LTD.—Creditors are required, on or before Aug 18, to send their names and addresses, and the particulars of their debts or claims, to Mr. E. H. Hawkins, 4, Charterhouse sq, Liquidator.

APPLEBY SHIPPING CO. LTD.—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Stanley Appleby, Bank Bldg, Church at, West Hartlepool, Liquidator.

ASHTON UNDER LYNE (ST. MARY'S) CATHOLIC CLUB, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug 7, to send their names and addresses, and the particulars of their debts or claims, to James Kane, Burlington st, Ashton under Lyne, Liquidator.

ALLEN & RICHARDSON MID KENT TOBACCO CO. LTD.—Creditors are required, on or before Aug 26 to send their names and addresses, and particulars of their debts or claims, to Mr. W. Norman Babb, 5, Philpot ln, Liquidator.

CHARLES FLOWMAN, LTD. (Church End, Finchley).—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to E. A. Browne, 4, Southampton row, Kingsway, Liquidator.

CLAPHAM JUNCTION CINEMATOGRAPH THEATRE, LTD.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts and claims, to J. Clifford Bright, 24, Martin's ln, Liquidator.

FAIRFIELD AND OPENSHAW CLUB, LTD.—Creditors are required, on or before Aug 4, to send their names and addresses, and particulars of their debts and claims, to Mr. Alfred Mellor, Grassmoor av, Higher Openshaw, Manchester, Liquidator.

JOHN HIGINBOTHAM, LTD.—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to William Henry Jones, 25, Lord st, Liverpool, Liquidators.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, July 16.

|  |  |
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| Nellfield Manure & Chemical Co. Ltd.                           | Nawanagar Pearl Fisheries, Ltd.            |
| J. W. Day's, Ltd.  | Candelaria Land, Mining & Power Co. Ltd.   |
| North Hackney Working Men's Conservative & Unionist Club, Ltd. | Hathor Steamship Co. Ltd.                  |
| Ernest Baldwin & Co. Ltd.                                      | Ogmore Down Golf Society, Ltd.             |
| Amic Manufacturing Co. Ltd.                                    | Stamford & Rutland Guardian, Ltd.          |
| Queenhithe Printing and Publishing Co. Ltd.                    | Ward, Ackland & Co. Ltd.                   |
| Covell & Ferguson, Ltd.  | Adelaide Development Co. Ltd.              |
| British Chain Manufacturing Co. (1913), Ltd.                   | Ipswich Prospecting Syndicate, Ltd.        |
| Nevada Mining Share Syndicate, Ltd.                            | Kugby Tennessee Co., Ltd.                  |
| Thompson Brothers (Kendal) Ltd.                                | Cobalt Mines & Exploration Syndicate, Ltd. |



London Gazette.—TUESDAY, July 20.

Creamilk, Ltd.  
Swi-dell & Co., Ltd.  
Hoppe, Ltd.  
Isle of Wight Hotels, Ltd.  
G. J. Nevitt, Ltd.  
Anglo Egyptian Commercial Co., Ltd.

Molokala Development Syndicate, Ltd.  
Mikado Gold Mining Co (1903), Ltd.  
Central Sumatra Rubber Estates, Ltd.  
Appley Shipping Co., Ltd.  
W. riner, Ltd.  
Wyndham Henry & Co., Ltd.

## Creditors' Notices.

### Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 16.

BARRATT, MARY, Thurston, Leicestershire Aug 18 Berridge & Sons, Leicester  
BENNETT, SARAH, Castleton, Derby Aug 30 Pye-Smith & Parker, Sheffield  
BINTERT, GERALD CHARLES, Hanover st, Hanover sq Oct 15 Emanuel & Simmons, Finsbury sq  
BLOFIELD, THOMAS SQUIRE, Richmond, Surrey Aug 14 Crossman & Co., Thornbury, Glos  
BOKE, ROSINA FANNY, Portsmouth Aug 17 Allen, Portsmouth  
BOYLE, Rev Prebendary WILLIAM SKINNER, Exeter Aug 30 Downer & Johnson, Salisbury House, London Wall  
BRADFORD, HAYNES, Rotherham, Bailder Aug 31 Bradford, Rotherham  
BREMNER, MARY SARAH, Swansea Sept 1 Cor, Swansea  
BROCKWELL, GEORGE EDWARD, Worthing Aug 24 Verrall & Sons, Worthing  
CAYELL, TOM, Northam, Southampton Aug 16 Emanuel & Emanuel, Southampton  
CLISOLD, JAMES, Gloucester Aug 28 Hughes & Son, E gware rd  
COFFE, GEORGE, Crich, Derby Aug 20 Rickards & Cleaver, Alfreton  
COWELL, GEORGE, Preston Aug 13 Berry, Manchester  
DAY, WILLIAM, Birmingham, Estate Agent July 28 Jaques & Sons, Birmingham  
DENHAM, AUBREY CRAWSHAW, Huddersfield Aug 20 Leato, d & Co, Lion chimbrs, Huddersfield  
DIXON, ELIZABETH, Fenrith st, Streatham Aug 16 Rosenthal, Manchester  
DOSON, EMMA, Liverpool Aug 16 Lucas & Co, Liverpool  
DEANBLE, PERCY TOPPIS, Rotherham Aug 31 Fennell & Son, Sheffield  
DECKWORTH-KING, ANNE LOUISA CAROLINE, Ebury st, Westminster Aug 12 Lawrence & Co, New sq  
ELGET, JOHN THOMAS, Newick nr Driffield, Yorks, Farmer Aug 31 Robson Pocklington  
FISHER, JOHN ALBERT, Brighton Aug 12 Jennens & Jennens, Kentish Town rd  
FLEMING, THOMAS, Liverpool Aug 20 Sampson & Co, Liverpool  
FOSTER, FREDERICK ALBERT, Kinsale, Ireland Aug 14 Park & Co, Essex st, Strand  
GIBB, Rev JOHN, Cambridge Sept 6 Townsend & Sharpe, Gray's Inn sq  
GREET, MARY, Birmingham July 28 Jaques & Sons, Birmingham  
GUNTAL, EVA, Doncaster Sept 1 Gibson, Newcastle on Tyne  
GUMBY, MARY, Norton on Tees, Durham Aug 16 Byers & Co, S ockton on Tees  
HARDY, HARRIET, Nottingham Aug 21 Bryan, Nottingham

HONETBALL, EDWARD, Ealing Aug 30 Ratland & Crawford, Chancery in  
HUTCHINSON, WILLIAM, Great Grimsby, Malt ter's Labourer Aug 16 White, Great Grimsby  
ISAAC, FREDERICK SIMON, Queen's Gate gdns Aug 21 Budd & Co, Austin Friars  
JENKINS, Rev JOHN, Botley, Hants Aug 21 Bracheroff & Co, Theobald's rd  
JOHNSON, ELEANOR ANNE, Croydon Aug 31 Sewell and Maughan, Fauxbourg Saint-Honore, Paris  
JONES, THOMAS, Farm Fawr, nr Aberkenfig, Glam Aug 15 Randall & Co, Bridgend  
KEMP, EDWIN, Ashton on Mersey, Chester Aug 13 Berry, Manchester  
KNAPPER, STEPHEN, Eaington Colliery, Durham, Miner Aug 3 Kent, Newcastle upon Tyne  
LAWSON, JOHN, Low Coken Farm, Durham, Farmer Aug 24 Storey & Sons, Sunderland  
LOOKER, WALTER WILLIAM, formerly Ingatstone Aug 13 Farish & Co, Worcester house, Walbrook  
MANSEL, CHARLES FLETCHER, Rye, Sussex Aug 16 Van Sommer & Chilcott, Arundel st  
MAYER, FRANCIS AUGUSTINE, Camden sq Aug 30 Wild & Collins, Trump st, King st  
MEADOWS, ALBERT GEORGE, Church st, Deptford, Licensed Victualler Aug 20 Marchant & Co, Broadway, Deptford  
MINOR, SARAH ANN, Fiore, Northampton Aug 12 Markham, Northampton  
PATERSON, MARY SANDFORD, Weston super Mare Aug 29 Barry & Harris, Bristol  
PEKINER, JOHN, Saint David's, Pembroke, Farmer Aug 20 Eaton-Evans & Williams, Haverfordwest  
PRIOR, FRANK, Chipping Sodbury, Glos, Miller Sept 29 Burges & Sloan, Bristol  
READY, WILLIAM, In-wich Aug 23 Westhrop & Co, Ipswich  
REYNOLDS, THOMAS COLLIS, Cambridge gdns, Notting hill Aug 16 Smythe & Brettell, Backgill st  
ROBINSON, SARAH MARIA, Kendal Aug 21 Thomson & Wilson, Kendal  
ROWLANDS, MARGARET, Llanddinoiion, Carnarvon Aug 14 Owen & Roberts, Carnarvon  
ROY, MARY CHARLOTTE MAITLAND, Oxtom Aug 20 Hosking, Liverpool  
SANDYS, MERVYN KEATS, Bognor Aug 16 Lewin & Co, Millbank House, Westminster  
SPEER, HANNIDAL, Thames Ditton, Surrey Aug 31 Trollope & Winckworth, Dartmouth st, Westminster  
SQUIRE, SAMUEL, Leicester Aug 13 Parsons & Squire, Leicester  
STEPHENS, JANE, Shrivensham, Berks, Coal Merchant Aug 17 Crowdy & Peel, Faringdon  
TAILEY, WILLIAM WARD, Leicester Aug 31 Freer & Co, Leicester  
THOMAS, JOHN, Crow nr Ringwood, Hants Aug 12 Jennens & Jennens, Kentish Town rd  
URWIN, ANNIE ELIZA Carlile Aug 31 Mawson & Glenny, Carlisle  
URWIN, FRANCES, Carlisle Aug 31 Mawson & Glenny, Carlisle  
URWIN, JANE, Carlisle Aug 31 Mawson & Glenny, Carlisle  
VARES, MARY, Farnfield, nr Mansfield, Notts Aug 14 Marsh & Son, Rotherham  
VACCHAN, CHARLES DAVIES, Fomal, India Aug 19 Hyland & Co, Cannon st  
WADE, ELIZA, Carlisle, Yorks Aug 13 Wilson & Woodhead, Carlisle  
WEST, WILLIAM, Woodford, Essex Sept 1 Lyne & Holman, Great Winchester st  
WHITE, SARAH, Bourneou h Aug 14 Stacoe, Jounemuth  
WHITTON, HELEN, Northampton Aug 21 Pennis & Co, Northampton  
WILLIAMS, Rev ARTHUR ACHISON, Tionev'ly, Madras, India Aug 28 Simpson & Co, Gracechurch st  
WRIGHT, EMILY, Manchester Aug 20 Lynde & Branthwalte, Manchester

## Bankruptcy Notices.

London Gazette.—FRIDAY, July 16.

RECEIVING ORDERS.

ALDINGTON, HENRY ARTHUR, Brentford, Auctioneer Brentford Pet July 13 Ord July 13  
BARTON, JOSEPH, Bridlington, Linen Draper Scarborough Pet July 12 Ord July 12  
BERGESS, WALTER, Northfield, Birmingham, Caretaker Birmingham Pet July 13 Ord July 13  
CASS, CHARLES ERNEST, Leeds, Printer Leeds Pet July 13 Ord July 13  
COE, ERNEST EDWARD, Bushey Heath, Herts, Butcher St. Albans Pet June 23 Ord July 14  
CRAGO, EDWARD, Hornchurch, Essex Chelmsford Pet June 10 Ord July 12  
D'ERINOIX, CHARLES DES SALLIES, Washington House, Basil at High Court Pet June 17 Ord July 13  
DOOTSON, FRANK, Chequerbent, nr Bolton, Fried Fish Restaurant Proprietor Salford Pet July 12 Ord July 12  
EDMONDSON, ROBERT WILLIAM, Manchester Salford Pet July 12 Ord July 12  
EVANS, LIDIA ANN, Llangollen, Denbigh Wrexham Pet July 9 Ord July 9

FABRE DIT GARRUS, FERNAND, Talbot mans, Museum st, Music Hall Artist High Court Pet July 12 Ord July 12  
FLINT ALFRED TENNYSON, Scartho, nr Great Grimsby, Clerk Great Grimsby Pet July 12 Ord July 12  
HAYTER, ERNEST DAVID JAMES WHITE, Burley, nr Ringwood, Licensed Victualler Poole Pet July 13 Ord July 12  
HILL, GILBERT ARTHUR, Lon bridge, Shepton Mallet, Somerset, Grocer Wells Pet July 13 Ord July 13  
HOBROUGH, THOMAS SIDNEY, and GEORGE EDWARD THOMAS HOBROUGH, Felixstowe, Cycle Agents Ipswich Pet July 13 Ord July 13  
IVERSON, GEORGE FREDERICK, Kingston upon Hull, Composer Kingston upon Hull Pet July 13 Ord July 13  
JONES, DAVID, Red Lion st, Holb rn, Dairyman High Court Pet July 13 Ord July 13  
LEWTHWAITE, LEONORA, Norwich Norwich Pet May 7 Ord July 12  
LITIAOFF, A, and—FARLAN, Inventors terr, Rayswater, Boarding House Keepers High Court Pet June 21 Ord July 14  
MARRIOTT, SAM, Sheffield, Grocer Sheffield Pet July 12 Ord July 12  
NOBLE, RAFFAELLE, and LUISA NOBLE, Purpess Crom rd, Parsons Green, Army Caterers High Court Pet July 12 Ord July 12

PARKER, FRANCIS, Crooms hill, Greenwich, Chartered Secretary Greenwich Pet June 18 Ord July 14  
PRATT, CHARLES SINFOLD, Sussex, Farmer Brighton Pet June 15 Ord July 13  
PRICE, WILLIAM ARTHUR, West Bromwich Birmingham Pet July 12 Ord July 12  
RICHARDS, RICHARD, Llanbarnfawr, Cardigan, Miner Aberystwyth Pet July 12 Ord July 12  
TAYLOR, HENRY, Sheffield, Tailor's Traveller Sheffield Pet July 12 Ord July 12  
THRELFELL, GABRIEL, Chatham Rochester Pet June 26 Ord July 12  
TOMLINSON, ALBERT, and ROBERT BELL, Co's, Lancs, Washing Machine Makers Burnley Pet July 12 Ord July 12  
TREVANION, FANNY, Tonypandy, Glam Pontypridd Pet July 13 Ord July 13  
WEEKS, WILLIAM, Malmesbury, Wilts, Jobbing Gardener Swinden Pet July 12 Ord July 12  
WHITAKER, HARRY, Woodhouse, nr Sheffield, Boot Repairer Sheffield Pet July 12 Ord July 12  
WHITE, ROBERT WILLIAM, Middlesbrough, Confectioner Middlesbrough Pet July 10 Ord July 10

FIRST MEETINGS.

CASS, CHARLES ERNEST, Leeds, Printer July 23 at 11 Off Rec, 24, Bond st, Leeds

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation. Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

## POOLING URANCE.

The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

X

X

CHATTERIS, WILLIAM ALFRED, Great Grimsby, House Furnisher July 23 at 11 Off Rec, St Mary's chmbrs, Great Grimsby

DAVIES, ALFRED, Begelly, Pembroke, Licensed Victualler July 23 at 12.30 Off Rec, 4, Queen st, Carmarthen

D'EPINOIX, CHARLES DES SALLIES, Washington House, Basil st July 26 at 1 Bankruptcy bldg, Carey st

ECOLLE, WILLIAM, Preston, Cotton Manufacturer July 24 at 11 Off Rec, 13, Winckley st, Preston

FABERDIT GARRUS, FERDINAND, Talbot Mans, Museum st, Music Hall Artist July 27 at 11 Bankruptcy bldg, Carey st

FURNES, HERBERT, Birtholme, Chesterfield, Baker July 27 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

HAYTER, ERNEST DAVID JAMES WHITE, Burley, nr Ringwood Hant, July 27 at 2.30 100, High st (drst floor), Poole

IVSON, GEORGE FREDERICK, Kingston upon Hull, Compositor July 27 at 11.50 Off Rec, York City Bank chmbrs, Lowgate, Hull

JONES, DAVID, Red Lion st, Holborn, Dairyman July 27 at 1 Bankruptcy bldg, Carey st

LITATOFF, A. and —FARLAN, Inverness st, Baywater, Boarding house Keepers July 26 at 11 Bankruptcy bldg, Carey st

MATTHEWS, FREDERICK ARTHUR, Piddletown, Dorset Dairy Manager July 23 at 12.45 Off Rec, City chmbrs, Catherine st, Salisbury

NOBLE, RAFAEL, and LUISA NOBLE, Purser Cross rd, Park's Green, Army Caterers July 27 at 11.50 Bankruptcy bldg, Carey st

OVEREND, WILKINSON, Sheffield, Surgeon July 23 at 12 Off Rec, Figtrees in, Sheffield

PRICE, JOSEPH, West Kirby, Chester, Contractor July 27 at 11 Off Rec, Union Marine bldg, 11, Dale st, Liverpool

PRICE, MARGARET ELLEN, WILLIAM PRICE, and JOSEPH WILSON PRICE, West Kirby, Chester, Builders July 27 at 11.50 Off Rec Union Marine bldg, 11, Dale st, Liverpool

TAYLOR, JOHN MELNE, Milrow, Lancs, Licensed Victualler July 23 at 11.30 Town Hall, Rochdale

THEWELLS, FREDERICK, Huddersfield, Journeyman Rag Gilder July 23 at 2.45 Law Society's Room, Imperial arcade, New st, Huddersfield

TREYANION, FANNY, Tonyandy July 26 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd

WALKER, WILLIAM, Blackpool July 24 at 10.30 Off Rec, 13, Winckley st, Preston

WARRILLOW, EVELYN ETHEL, Alton, Southampton July 26 at 4 1, High st, Alton

## ADJUDICATIONS.

ALDINGTON, HENRY ARTHUR, Brentford, Auctioneer Brentford Pet July 13 Ord July 13

BAMLEY, WILLIAM HENRY, Westcliff on Sea Chelmsford Pet May 8 Ord July 12

BARNES, ARTHUR, Crewe, Coal Merchant N.wich and Crewe Pet June 18 Ord July 12

BARTON, JOSEPH, Bridlington, Linen Draper Scarborough Pet July 12 Ord July 12

BEDDINGTON, HENRY FRANCIS, Broad st, Golden sq. Woolen Warehouseman High Court Pet May 21 Ord July 13

BURGESS, WALTER, Northfield, Birmingham, Caretaker Birmingham Pet July 13 Ord July 13

CASE, CHARLES ERNEST, Leeds, Printer Leeds Pet July 13 Ord July 13

DOOTSON, FRANK, Chequerbent, nr Bolton, Fried Fish Restaurant Proprietor Salford Pet July 13 Ord July 13

EVANS, LYDIA ANN, Llangollen, Denbigh Wrexham Pet July 9 Ord July 9

FABERDIT GARRUS, FERDINAND, Talbot mans, Museum st, Music Hall Artist High Court Pet July 12 Ord July 12

FLINT, ALFRED TENNYSON, Scartho, nr Great Grimsby, Clerk Great Grimsby Pet July 12 Ord July 12

HAYTER, ERNEST DAVID JAMES WHITE, Burley, nr Ringwood, Hants, Licensed Victualler Poole Pet July 12 Ord July 12

HILL, GILBERT ARTHUR, Longbridge, Shepton Mallett, Grocer Wells Pet July 13 Ord July 13

HOBBOUGH, THOMAS SIDNEY, and GEORGE EDWARD THOMAS HOBBOUGH, Welkistowe, Cycle Agents Ipswich Pet July 13 Ord July 13

HOLMES-BOOTH, THOMAS CREWANCE, Roland gds Kensington High Court Pet May 7 Ord July 13

ISAACS, HARRY JOHN, Reading, Boat Builder Reading Pet June 17 Ord July 12

IVSON, GEORGE FREDERICK, Kingston upon Hull, Compositor Kingston upon Hull Pet July 13 Ord July 13

JONES, DAVID, Red Lion st, Holborn, Dairyman High Court Pet July 13 Ord July 13

MARRIOTT, SAM, Sheffield, Grocer Sheffield Pet July 12 Ord July 12

NORTH, FREDERICK, Hillier rd, Clapham common, Insurance Agent Wandsworth Pet July 8 Ord July 13

OVEREND, WILKINSON, Sheffield, Surgeon Sheffield Pet June 3 Ord July 12

RICHARDS, RICHARD, Llanbadarnfawr, Cardigan, Miner Aberystwyth Pet July 12 Ord July 12

SLATER, RONALD, Manchester, Hosier Manchester Pet June 28 Ord July 14

TAYLOR, HENRY, Sheffield, Tailor's Traveller Sheffield Pet July 12 Ord July 12

TOMLINSON, ALBERT, and ROBERT BELL, Colne, Lancs' Washing Machine Makers Burnley Pet July 12 Ord July 12

TREYANION, FANNY, Tonyandy Pontypridd Pet July 13 Ord July 13

WEEKS, WILLIAM, Malmesbury, Wilts, Jobbing Gardener Swindon Pet July 12 Ord July 12

WHITAKER, HARRY, Woodhouse, nr Sheffield, Boot Repairer Sheffield Pet July 12 Ord July 12

WHITE, ROBERT WILLIAM, Middlesbrough, Confectioner Middlesbrough Pet July 10 Ord July 10

Amended notice substituted for that published in the London Gazette of July 6:

TEACHER, SOLOMON, Kingland rd, Gramophone Dealer High Court Pet July 2 Ord July 2

London Gazette.—TUESDAY, July 20.

## RECEIVING ORDERS.

ANDERSON, ARTHUR, Sherwood, Nottingham, Pork Butcher Nottingham Pet July 16 Ord July 16

BROWN, HENRY GEORGE, Madeley, Salop, Grocer Shrewsbury Pet July 16 Ord July 16

BUCKLEY, JOHN, Salford, Physician Salford Pet July 20, 1914 Ord July 16

DE VILLAS-BOAS, JOAO PERFEITO DE MAGALHAES E MENESES, Alexander st, Baywater High Court Pet July 16 Ord July 16

FIELD, JULIAN, Belgrave mans, Westminster, Commission Agent High Court Pet July 17 Ord July 16

GASKELL, PETER, Pemberton, nr Wigan, Collier Wigan Pet July 16 Ord July 16

HARDMAN, G. D., Manchester, Company Director Bolton Pet June 22 Ord July 14

HASWELL, FREDERICK, Chester, Painter Chester Pet July 16 Ord July 16

HOWARTH, ROBERT JONES, Newhey, nr Rochdale, Carter Rochdale Pet July 15 Ord July 15

HUGHES, THOMAS WILLIAM, Bangor, Coal Merchant Bangor Pet July 16 Ord July 16

HUNT, JAMES HENRY PHILLIP, Trethomas, Bedwas, Baker Newport, Mon Pet July 15 Ord July 15

JACOBSON, JESSE HERMAN, Boat, Thames Ditton, Surrey, Music Hall Artist High Court Pet July 13 Ord July 14

JOHNSON, ERNEST WILLIAM, Norwich, Engineer Norwich Pet July 15 Ord July 15

JONES, JAMES, Worcester Worcester Pet June 15 Ord July 10

LUFF, WILLIAM V., Great Ormond st, Southampton row, Solicitor High Court Pet May 13 Ord July 14

MADDOCKS, SAMUEL JOHN, Bristol Bristol Pet July 16 Ord July 16

MARCUS, JOSEPH, New Bond st, Ladies' Tailor High Court Pet June 24 Ord July 14

MARSHALL, GEORGE, Halesham, Yorks, Auctioneer Kingston upon Hull Pet July 15 Ord July 15

MAYO, SAM, Ravenscroft av, Golders Green, Music Hall Artist Barnet Pet April 23 Ord July 15

MYKE, MONTAGUE ALEXANDER, Kensington Gore High Court Pet May 18 Ord July 14

ROBERTS, HUMPHREY, Birmingham, Livestock Salesman Birmingham Pet June 16 Ord July 15

RYLAND, WALTER ERNEST, Darlton, Birmingham, Printer Birmingham Pet June 30 Ord July 15

SHACKLETON, STANFIELD, Ambler Thorn, nr Halifax, Farmer Halifax Pet July 16 Ord July 16

SINCLAIR, TOM, Stanwix, Carlisle, Builder Carlisle Pet July 17 Ord July 17

STEELE, ALBERT, Leicester, Journeyman Butcher Leicester Pet July 15 Ord July 15

TRAYERS, GEORGE EDWARD, Old Trafford, nr Manchester, Professional Footballer Salford Pet July 10 Ord July 16

WAKELY, ROBERT, Winton, Bournemouth, Grocer Poole Pet July 16 Ord July 16

WILLS, HENRY, Bournemouth Poole Pet June 18 Ord July 16

Amended notice substituted for that published in the London Gazette of July 13:

CUNNINGTON, WILLIAM HENRY WALDEN, Oakham, Rutland Grocer Leicester Pet July 9 Ord July 9

## FIRST MEETINGS.

ALDINGTON, HENRY ARTHUR, Brentford, Auctioneer July 23 at 11 14, Bedford row

AUSTIN, ALFRED, Leicester sq, Music Hall Artist July 29 at 12 Bankruptcy bldg, Carey st

BURGESS, WALTER, Northfield, Birmingham, Caretaker July 29 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

CARTOON, LOUIS, South rd on Sea, Commercial Traveller July 23 at 11.30 14, Bedford row

COULTER, JAMES, W. Hartlepool, Railway Company's Clerk July 23 at 2.30 Off Rec, 3, Manor pl, Sunderland

CUNNINGTON, WILLIAM HENRY WALDEN, Oakham, Rutland, Grocer July 27 at 3 Off Rec, 1, Berridge st, Leicester

DE VILLAS-BOAS, JOAO PERFEITO DE MAGALHAES E MENESES, Alexander st, Baywater July 30 at 12 Bankruptcy bldg, Carey st

DOOTSON, FRANK, Chequerbent, nr Bolton, Fried Fish Restaurant Proprietor July 23 at 3 Off Rec, Byrom st, Manchester

EDMONDSON, ROBERT WILLIAM, Moss Side, Manchester, July 23 at 2.30 Off Rec, Byrom st, Manchester

EVANS, LYDIA ANN, Llangollen, Denbigh July 23 at 12 Crypt chmbrs, Chester

FIELD, JULIAN, Ebury st, Commission Agent July 30 at 11 Bankruptcy bldg, Carey st

FLINT, ALFRED TENNYSON, Scartho, nr Great Grimsby, Clerk July 27 at 11 Off Rec, St Mary's chmbrs, Great Grimsby

HACKNEY, WILLIAM SPENCER, Nottingham, Lace Manufacturer July 23 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

HILL, GILBERT ARTHUR, Longbridge, Shepton Mallett, Grocer July 23 at 11.30 Off Rec, 26, Baldwin st, Bristol

HOBBOUGH, THOMAS SIDNEY and GEORGE EDWARD THOMAS HOBBOUGH, Welkistowe, Cycle Agents July 23 at 2.30 Off Rec, 36 Princes st, Ipswich

HOWARTH, ROBERT JONES, New Hey, nr Rochdale, Carter Aug 5 at 3 Off Rec, Greaves st, Oldham

JACOBSON, JESSE HERMAN, Thames Ditton, Surrey, Music Hall Artist July 27 at 12 Bankruptcy bldg, Carey st

LUFF, WILLIAM V., Gt Ormond st, Southampton row, Solicitor July 23 at 11 Bankruptcy bldg, Carey st

MADDOCKS, SAMUEL JOHN, Bristol July 23 at 11.45 Off Rec, 26, Baldwin st, Bristol

MARCUS, JOSEPH, New Bond st, Ladies' Tailor July 29 at 12 Bankruptcy bldg, Carey st

MARRIOTT, SAM, Sheffield, Grocer July 27 at 11.30 Off Rec, Figtrees in, Sheffield

MARSHALL, GEORGE, Halesham, Yorks, Auctioneer July 23 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull

MEADOCK, ROBERT ALFRED, Darlington, Auctioneer July 23 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

PRICE, WILLIAM ARTHUR, West Bromwich July 30 at 12.30 Ruskin chmbrs, 191, Corporation st, Birmingham

MYKE, MONTAGUE ALEXANDER, Kensington Gore July 23 at 12 Bankruptcy bldg, Carey st

RICHARDS, RICHARD, Llanbadarnfawr, Cardigan, Miner July 23 at 1.30 4, Baker st, Aberystwyth

SHACKLETON, STANFIELD, Ambler Thora, nr Halifax, Farmer July 29 at 11 County Court House, Prescott st, Halifax

STEELE, ALBERT, Leicester, Journeyman Butcher July 27 at 2.30 Off Rec, 1, Berridge st, Leicester

TAYLOR, HENRY, Sheffield, Tailor's Traveller July 27 at 11 Off Rec, Figtrees in, Sheffield

THRELFELL, GABRIEL, Chatham July 23 at 12 9, King st, Maidstone

WAKELY, ROBERT, Winton, Bournemouth, Grocer July 29 at 3 St Peter's (small) Hall, Hinton rd, Bournemouth

WEEKS, WILLIAM, Malmesbury, Wilts, Jobbing Gardener July 23 at 11 Off Rec, 33, Regent cir, Swindon

WHITAKER, HARRY, Woodhouse, nr Sheffield, Boot Repairer July 27 at 11.15 Off Rec, Figtrees in, Sheffield

WHITE, ROBERT WILLIAM, Middlesbrough, Confectioner July 23 at 11 Off Rec, Court chmbrs, Albert rd, Middlesbrough

WILLS, HENRY, Bournemouth July 29 at 2.30 St Peter's (small) Hall, Hinton rd, Bournemouth

## ADJUDICATIONS.

ANDERSON, ARTHUR, Sherwood, Nottingham, Pork Butcher Nottingham Pet July 16 Ord July 16

BROWN, HENRY GEORGE, Madeley, Salop, Grocer Shrewsbury Pet July 16 Ord July 16

COULTER, EDWARD, Boston, Lines, Auctioneer Bradford Pet June 11 Ord July 16

DE VILLAS-BOAS, JOAO PERFEITO DE MAGALHAES E MENESES, Alexander st, Baywater High Court Pet July 16 Ord July 16

EDMONDSON, ROBERT WILLIAM, Moss Side, Manchester Salford Pet July 13 Ord July 16

FRANK, HERBERT CHARLES, Sloane gds High Court Pet Aug 1 1914 Ord July 15

GASKELL, PETER, Pemberton, nr Wigan, Collier Wigan Pet July 16 Ord July 16

HASWELL, FREDERICK, Chester, Painter Chester Pet July 16 Ord July 16

HOWARTH, ROBERT JONES, Newhey, nr Rochdale, Carter Rochdale Pet July 15 Ord July 15

HUGHES, THOMAS WILLIAM, Bangor, Coal Merchant Bangor Pet July 16 Ord July 16

HUNT, JAMES HENRY PHILLIP, Trethomas, Bedwas, Baker Newport, Mon Pet July 15 Ord July 15

JACOBSON, JESSE HERMAN, Thames Ditton, Surrey, Music Hall Artist High Court Pet July 13 Ord July 14

JOHNSON, ERNEST WILLIAM, Norwich, Engineer Norwich Pet July 15 Ord July 15

MADDOCKS, SAMUEL JOHN, Bristol Bristol Pet July 16 Ord July 16

MARSHALL, GEORGE, Halesham, Yorks, Auctioneer Kingston upon Hull Pet July 15 Ord July 15

ROBERTS, HUMPHREY, Birmingham, Live Stock Salesman Birmingham Pet June 16 Ord July 16

SHACKLETON, STANFIELD, Ambler Thorn, nr Halifax, Farmer Halifax Pet July 16 Ord July 16

SINCLAIR, TOM, Stanwix, Carlisle, Builder Carlisle Pet July 17 Ord July 17

SMITH, COL W. AITCHISON, Sutherland av, Maids Vale High Court Pet April 9 Ord July 15

STEELE, ALBERT, Leicester, Journeyman Butcher Leicester Pet July 15 Ord July 15

THRELFELL, GABRIEL, Chatham Rochester Pet June 26 Ord July 16

TRAYERS, GEORGE EDWARD, Old Trafford, nr Manchester, Professional Footballer Salford Pet July 16 Ord July 16

Amended Notice substituted for that published in the London Gazette of July 13:

CUNNINGTON, WILLIAM HENRY WALDEN, Oakham, Rutland, Grocer Leicester Pet July 9 Ord July 9

## ADJUDICATIONS ANNULLED.

MAFFIN, Maj GEORGE FREDERICK, Headley Park, nr Epsom, Surrey, High Court Adj Oct 12 1910 Annual July 14

HENRY, DAVID COLVIN, Great Yarmouth, Surgeon Great Yarmouth Adj April 22, 1914 Annual July 8

ADJUDICATION ANNULLED, RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

LAOBY, HENRY FREDERICK, Pilsatow, Essex, Draper High Court Adj Mar 27 Annual July 12



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